FOR REAL ESTATE, CHATTEL OR BOTH

Edward L. Pollan, Grantor	THIS INDENTURE, Mode	19th	⊬ May	19. 75.
To { DEED OF TRUST		Pollan, party		19.20
William F. Hagan, Trustee for Barry Bridgforth Realty, Inc., Beneficiary evidenced by his one promis at the rate of 10% per annu- each, with the first monthl and one installment is due until all installments are	on the $3 \stackrel{\text{def}}{=} 2$ day of	Ten thousand firmount and even appayable in 84 mg due and payable each consecuti	first part, being indebted ye hundred dol date herewith onthly install e on or before ye succeeding	llars (\$10,500.00, bearing interesments of \$174.32, 19
sed eny-further-amount that the party of the ex-	and part may fundab the party of	the first-part during the year	+ 10 ent-to conse	
payment of the same when due. Therefore, in a paid by William F. Hagan bargained, and sold to the mid Trustee the follopsechots of every hind that family, or any bands wouldness with se quite a same cultivate, or was to be	winderation of the premiers, and wing described property, lecated in new harmonic and all its control and all its control and all its control and all its control and and all its cont	Tractee, the part in the County of DeSoto, as the create of every hind to be or tenant or otherwise, show	the part Y Y of the first part d state of Micalistopal, vi -graws by g the year 10.	of the first part ha S this day granted, a All of the agricultural and the land that
Lot 23 of Ridge View Subdiv Pages 41-44, in the land re Chancery Clerk of said Coun particular description of s Range 7 West.	cords of DeSoto Cou	mty, Mississipp led plat referen	i, in the Offi ce is made for	ce of the
If default be made in the p sum and accrued interest sh of the holder of the note. of the right to exercise th	all at once become Failure to exercis	due and payable se this option s	without notice hall not const	e at the option
It is further agreed by par due matures the entire inde to foreclose this trust dee	btedness and the ti			
It is further agreed that a fully covered by this trust	ny taxes paid on sa deed.	iid property by p	party of the s	econd part are
The state of the s	rein below directed. Should the p S aforesaid P giving potice of the time, place in dder for ceah, at each time and once and all costs incurred become	then this instrument of sale, by advertise place, as he shall designate and if there he a surplus, we are the trust between confident, resisted to the trust between confident, resisted to the trust between the	nert promptly pay the a to be void but to defaul ment according to less a said advertisement. T th surplus shall be refun	bove stated indultralness t thereof the said Trustee in DeSete County, shall be proceeds of said sale ded to the part. Y
STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before the Edward L. Pollan Edward L. Pollan	the undersigned aut			monty, the within moned
Civen under my band soit official real, this MY COMMISSION EXPIRES:	(SEAL)	May <i>Aay</i> Notary Puba	ie G. Dane	llo mone
STATE OF MISSISSIPH, DESOTO COUNTY. Before toe		of said Coun		genered the above named o, being first duly swors,
whose name	hereto, sign and deliver the name			ed his name as a witness other subscribing witness
TATE OF MISSISSIPPT, DE I centify that the WIE /S minutes P. M. 20 ecorded in Book 186 Page 5 said County. Witness my hand and see	SOTO COUNTY his instrument was day of	vas filed for 1975, and of REAL ESTA	The Full Car is	EDS Seen
\$2.50 pd.	SEAL H.	of Fera	usor	1975.
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FOR REAL ESTATE, CHATTEL OR BOTH

John H. Miller, Jr., et		
ux, Evs I. Miller	THIS INDENTURE, Made this 21st day of May 19.75	
To DEED OF TRUST	between John H. Miller, Jr. and his wife, Eve I. Miller, Parties	
The Hernando Bank,	V 1. 6	
Hernando, Mississippi	and The Hernando Bank, Hernando, Mississippi, Party of the second part,	
38632	WITNESSETH, That whereas, said part 198 of the first part, being indeleted to the said part Y	
evidenced by their one in	of the second part in the num of Thirteen Thousand Dollars (\$13,000.00) and note of even date with this instrument for said amount and	
and due on or before Cont	at mose of even date with this instrument for said amount and	
provided for in said note	ember 1, 1975, and bearing interest from date at the rate	
	being funds being advanced for construction purposes,	
and any further amount that the years of the	The state of the s	
September 1,1975, not to a	xceed \$17,000.00 and the part ies of the first part having agreed to recase the prompt	
payment of the same when due Therefore, in	consideration of the premises, and of the sum of One Dollar to the part 108	
intrations, and sold to the soil Tours at the	I friends, the part 185 of the first part ha ve this day granted,	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	TEXASTER SAIS MEN XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
No. of the last of	A CONTRACT TO A	
The lands situated in DeSo	to County, Mississippi, described as follows, to-wit:	
The West Half of the control	r, , and to total to will!	
Township Four (h) Panga S	west Quarter of the Northwest Quarter of Section Eighteen (18),	
part of the lands conveyed	to Plant David containing 20 acres, more or less, and being	
Deed dated January 3, 1067	and of warranty S. wheeler and others by Warranty	
said County, and together	with the new dwelling house being constructed upon said lands.	
Piret Daniel	and the constructed upon said lands.	
said lands are column that	this trust deed is a first lien against said lands, and that	
Denver Colorade, deted May	1 1072 and mineral Lease held by The Anschutz Corporation	a.
Clerk's Office, DeSoto Cour	1, 1973, and of record in Book 2, Page 49, in the Chancery Courtey, Mississippi, and to any exist.	ŧ'
	and the state of the seasoners for public utility	tle
covered by builders whether	d agree that they are to keep said dwelling being constructed	
Second Party, andto carry	nsurance, said insurance to be in amounts satisfactory with roper mortgages clause in favor of Second Party.	
	- PA more dages clause in layor of Second Party.	
Should the Trintee at any time believe as	of property, so may part thereof, undangered as a mounty for and take	
	d property, or any part thereof, undangered as a security for and debts	nd
all future advances, all as h	are in the first part principly pay the above stated indebtedness 21	nd
all future advances, all das be shall take procession of said property, and after g well the same at public section, to the highest bis	Preinbefore provided, then this instrument to be word, but in default thereof the unid Treater iving notice of the time, place and fermi of sale, by independent according to less in Deboto County, shall like for each, at such time and above or he shall describe the sale.	nd
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Assertment of this instrument recorded the Real Estate TID Book
No. 189 Page 153
This the 13 day of August 1975
LV. S. Zerguson Clerk

Assignment Federal Natural Megasare

Particulation of the Instrument Recorded to

Particulate 1 & Book

No. 189 Page 154

This 13 day of August 1975

H. S. Zerou & Chi

VA Form 18-6221 (Home Loan) Revised Juniary 1974, Use Optional, Section 1918, Title 21, U.S.C. Arcsyntable to Federal National Marchan

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 8th day of May , 1975 by and between WILLIAM N. DAVIS AND WIFE, ANNE JOHNSTON DAVIS

, hereinafter called the Grantor; P. E. DAVIS , hereinafter called the Trustee, and COLLATERAL INVESTMENT COMPANY

and existing under the laws of State of Alabama , having its principal office and post-office address at 2233 Fourth Avenue, North, Birmingham, Ala., hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Part of Lots 392 and 391 as the same are shown on the official map of said Town of Hernando, Mississippi, on file in the Chancery Court Clerk's Office, DeSoto County, Mississippi, being situated in Section 13 Township 3, Range 8 West; together with all buildings and improvements thereon located; and with said lands being more particularly described by metes and bounds as follows, to-wit:
BEGINNING at the Northeast Corner of Lot 392; thence South 127 feet to a point; thence West across Lot 392 and continuing West into Lot No. 391 a total distance of 275.6 feet (call 271 feet) to a point; thence North 127 feet to a point on the North line of said Lot No. 391; thence East with the North lines of said Lots 391 and 392 a total distance of 277.8 feet (call 271 feet) to the Point of Beginning.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder, may at its option, declare the unpaid balance of the debt secured hereby immediately due and payable. The grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder may at its option, declare all notes secured hereby immediately due and payable.

Included in this mortgage and fully paid for is the wall to wall carpeting, vent-a-hood, disposal and three window air conditioning units.

together with all buildings and improvements thereon or that may bereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

9/9 449 W. E. Dan Puly 97 By on · Cali, De To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of FORTY-THREE THOUSAND AND NO/100----- Dollars (\$ 43,000.00), with interest from date at the rate of eight & one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North, Birmingham, bxAlabama, or at such other place as the holder may

designate, in writing delivered or mailed to the Grantor, in monthly installments of THREE HUNDRED THIRTY AND 67/100Dollars (\$ 330.67), commencing on the first day of June , 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May ,382005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100,00), whichever is less Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 interest on the note secured hereby; and
 amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby. are sufficient to discharge the entire indebtedness and all proper of

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the 3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If st any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has thereofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for each to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all right

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. In Witness Whencor, the Granter(s) have hereunto set their hand(s) the day and year herein first written above. anne Johnston Davis STATE OF MISSISSIPPI. COUNTY OF DESOTO Personally appeared before me Month in and for said County, the within named WILLIAM N. DAVIS ANNE JOHNSTON DAVIS his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned, Given under my hand and seal this 8th My commission expires: STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at a o'clock 16 minutes P M. 20 day of 1975, and that the same has been recorded in Book 186 Page 3 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 23 day of Fees \$5.00 pd.

the beneficient, does hereby certify that a certain trust dee bearing dute the 7th day of November 1962 made and executed by annie L. Morgan the above named beneficiary, and recorded in the office of the Charcery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 66 on page of the Record of Trust Deeds, on the 1st day of September A.D. 19 is now fully pair and satisfied; and I do hereby authorize the Clerk of the Charcery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Company of Greenwood, I by County of September A.D. 19 is now fully pair and County also as provided by law. Defenbaugh & Company of Greenwood, I by County of Greenwood authority and County also as provided by law. STATE OF MISSISSIPPI, by September A.D. 19 is now fully pair and for County and State aforesaid. County of County of County and State aforesaid. County of	with the second	Defen	baugh & Comp	any of Greenwood	Inc
bearing date the 7th day of November 19 62 made and executed by sannie L. Morgan the above named beneficiary, and recorded in the office of the Charcery Clirk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 66 on page 294 of the Record of Trust Deeds, on the 1st day of September A D. 19 62 is now fully paid and satisfied; and I do hereby authorize the Clerk of the Charcery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Company of Greenwood, I by Personally came and appeared before me, the unidersigned authority. Description of County and State aforesaid. Culture of R. Description mentioned. County the Booke and foregoing instrument on the day and date for the purpose therein mentioned. County the day of May A D. 19 75 Bullet Culture of May A D. 19 75	KNOW ALL MEN BY THESE PE	ESENTS: That	Daugn & Comp	my or oreenwood,	Inc.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 66 on page 294 of the Record of Trust Deeds, on the 1st day of September A D. 19 62 is now fully past and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said. County also as provided by law. Defenbaugh & Companity of Greenwood, I by View - Purificial Desource County of the said. Defenbaugh & Companity of Greenwood, I by View - Purificial Desource County of the said appeared before me, the unidersigned authority a notary public name and appeared before me, the unidersigned authority and State aforesaid. County and State aforesaid. County and State aforesaid. County and date for the purpose therein mentioned. County under my hand and seal of office this 15 th day of May A D. 19.75 Bullet County.	of		the benefic	ary, does hereby certify that a c	ertain trust deec
the above named beneficiary, and recorded in the diffice of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 66 on page 294 of the Record of Trust Deeds, on the 1st day of September A D. 19 62 is now fully pass and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Companity of Greenwood, I by View - Purificial Personally came and appeared before me, the unidersigned authority a notary public name and appeared before me, the unidersigned authority and State aforesaid. County under my hand state aforesaid. County under my hand and seal of office this 15 th day and date for the purpose therein monitoned. County under my hand and seal of office this 15 th day of May A D 19 75	bearing date the 7th day of	November	19 62 , made and e	secured by	
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County, in the State of Mississippi in Real Estate Trust Deed Record No. 66 on page 294 of the Record of Trust Deeds, on the 1st day of September A D. 19 is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Companity of Greenwood, I by Vici - Franchist Descar County. The analysis of the Above and appeared before me, the undersigned authority and State aforesaid. Culture of the State aforesaid. Culture of the Chancery Court of said. Defenbaugh & Companity of Greenwood, I by Vici - Franchist A Descar County and State aforesaid. Culture of the undersigned authority who acknowledged that he signed and given of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned. Great process of the above and foregoing instrument on the day and date for the purpose therein mentioned.	the Dhouse manual boundary	Maria de la companya	TOWNS AND A		
of the Record of Trust Deeds, on the 1st day of September A D. 19 is now fully pass and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said. County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Company of Greenwood, I by View - Fully Description of Greenwood Defenbaugh & Company of Greenwood Description of Greenwood Defenbaugh & Company of Greenwood Description of Greenwood Description of Greenwood Description of Greenwood Desc					204
STATE OF Mississippi. Description and appeared before me, the unidersigned authority. The and of County and State aforesaid. County and seal of office this. State of the Chancery Court of said. Defending in strument and that this order be recorded in the records of the said. Defending in the	County, in the State of Mississippi in				
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Defenbaugh & Company of Greenwood, I by West Fully State of Mississippi, Desco County. STATE OF Mississippi, Desco County. State of Mississippi, Desco County. State and appeared before me, the unidersigned authority. In and for County and State aforesaid. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned. City of the above and foregoing instrument on the day and date for the purpose therein mentioned.	of the Record of Trust Deeds, on the	1st day of	September	. A. D. 19 62	s now fully paid
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Defenbaugh & Company of Greenwood, I by West-Fully as STATE OF MISSISSIPPI. Defenbaugh & Company of Greenwood, I by West-Fully as notary public and appeared before me, the undersigned authority and State aforesaid. County and another aforesaid. County and another aforesaid. County and another aforesaid. County	County to enter satisfaction and certifica	te of payment in full upon	this said instrument an	d that this order he mounted to	t the second of
by Near-Friedley Veer-friedley Veer-friedley Description of Mississippi. A notary public A not					
STATE OF MISSISSIPPI. Desire County. Desire County. Desire and appeared before me, the uniforsigned authority. A notary public Desire and some and appeared before me, the uniforsigned authority. A notary public Who acknowledged that he signed and governed the above and foregoing instrument on the day and date for the purpose therein mentioned. Given under my head and seal of office this. Sold and seal of office this.	and County also as provided by law.		Derenbaugn	company of Gree	nwood, 1
STATE OF MISSISSIPPI. Desarce County. It emada Personally came and appeared before me, the undersigned authority. In and for County and State aforesaid. CUILLIAM R. DESERIAM USB. who acknowledged that he signed and governed the above and foregoing instrument on the day and date for the purpose therein mentioned. Given under my hand and seal of office this. IS the day of the May A. D. 19.75 Bullet C. White				-// N. ef-	
Description of the labove and speaked before me, the unidersigned authority. Personally came and appeared before me, the unidersigned authority. In and for County and State aforesaid. COLLIAN R. DESENBAUGH who acknowledged that he signed and labove and foregoing instrument on the day and date for the purpose therein mentioned. Civer under my hand and seal of office this. Siver under my hand and seal of office this. Siver under my hand and seal of office this. Siver under my hand and seal of office this. Siver under my hand and seal of office this.			V.	er-Piliplet	
Personally came and appeared before me, the undersigned authority. a notary public a notary public a notary public CUILLIAM R. DEFENBAUGH who acknowledged that he signed and lenvered the above and foregoing instrument on the day and date for the purpose therein mentioned. Great under my hand and seal of office this 15th day of 10th May A D 19.75				/	
Description of the labove and speaked before me, the unidersigned authority. Personally came and appeared before me, the unidersigned authority. In and for County and State aforesaid. COLLETTEM R. DESCRIBATION who acknowledged that he signed and appeared the labove and foregoing instrument on the day and date for the purpose therein mentioned. Cively under my hand and seal of office this. Signed and May A. D. 19.75 Bullet C. White					
Description of the labove and speaked before me, the unidersigned authority. Personally came and appeared before me, the unidersigned authority. In and for County and State aforesaid. COLLETTEM R. DESCRIBATION who acknowledged that he signed and appeared the labove and foregoing instrument on the day and date for the purpose therein mentioned. Cively under my hand and seal of office this. Signed and May A. D. 19.75 Bullet C. White	STATE OF MISSISSIPPI.				
Personally came and appeared before me, the undersigned authority and for County and State aforesaid. COILLIAM R. DEFENISH US H. who acknowledged that he signed and appeared the labove and foregoing instrument on the day and date for the purpose therein mentioned. Given under my head and seat of office this. Sullice C. W. L	Desaite County.				
Personally came and appeared before me, the unidersigned authority. I and for County and State aforesaid. COILLIAM R. DEFERIBATION who acknowledged that he signed and environment and the day and date for the purpose therein mentioned. Given under my hand and seal of office this. Sulle C. W. L. D. 19.75 Bullet C. W. L. D. 19.75			a ne	stary public	
Given under my head and seal of office this. 18 day and date for the purpose therein mentioned. Siven under my head and seal of office this. 18 day of 1870 May A D 19 75					
Given under my hand and seal of office this 18th day of 18th May No. 19 75	and for County and State aforesaid.	CUILLIAM R.	Derew BAUE	who acknowledged that	he signed and
Given under my hand and seal of office this 15th day of 1800 May 10 19 75	alivered the above and foregoing instru	ment on the day and date	for the purpose there	n mentioned.	
Bulu CWhite		in the	260000		75
- Date Comment	E A		0		L D, 19
Notary Public	1 604		19 Mei	(" White	
	111			Notary Public	

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at o'clock

minutes P. M. 19 day of 1975, and that the same has been recorded in Book 181, Page records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the address my hand and the address m

Sen Ce Mins	
	RELEASE OF REAL ESTATE DEED OF TRUST
KN	OW ALL MEN BY THESE PRESENTS: That whereas Robert H. Barker and Brenda Barker
	Deed of Trust dated Pay 10 (NAMES AND AND 19 74 and recorded OWNER AND NAMES
	, in the office of the Clerk of the Chancery Court of the County of Missimple,
	Sook 176 at page 124 of the records, in said office, conveyed to the undersigned Trustee, certain estate, in trust to secure the payment of the indebtedness mentioned therein.
	D WHEREAS said indebtedness has been paid and the purposes of said trust have been fully satisfied;
Huce	W THEREFORE, at the request of the legal holder of the indebtedness secured by said Deed of Trust, and in considera- of the premises, I, do hereby remise, release and quitclaim unto the present owners of said real estate and unto the heirs, sensors and assigns of said owners forever, all the right, title and interest which I have under and by virtue of said Deed rust in and to the said real estate therein described.
	HAVE AND TO HOLD the same together with all and singular the privileges and appurtenances therewith belonging ver; and further that the said Deed of Trust is, by these presents, to be considered as fully and absolutely released, candidately discharged.
Witi	ness my hand and seal this 1955 day of 160y 1975
cou	THUSTEE OF MISSISSIPPI ONTY OF Delights Personally appeared before me, the undersigned authority the within named Sane & Dactor
arkn	owledged that he signed and delivered the above foregoing Release of Real Estate Deed of Trust on the day and year
1 611	Given update my hand and official seal this the 19 day of May 1975 T.A. Cline: NOTARY PUBLIC
	My commission expires December 18, 1970
I certi 15 minu recorded of said C	fy that the within instrument was filed for record at 4 o'clock tes P.M. 2) day of 100 1975, and that the same has been in Book 186 Page 8 records of REAL ESTATE TRUST DEEDS
	my hand and seal this the 22 day of 000 1975.
Fees \$3.	SOPO. SEAL H. H. Gerguson, CLERK

PROPASE BY: SIDNEY M. KATZ, ATTY. SO41 KNIGHT-ARNOLD ROAD MEMPHUS, TENN. 35118

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

NATIONAL MORTGAGE ASSOCIATION that certain Deed of Trust executed by John F. Chrestman and wife, Clara D. Chrestman, to DELTA HITE COMPANY Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 7 19.75 accuring a note in the sun of \$ 26.759.00 recorded in Book 185 Page 285 of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby. The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 26,759.00 plus interest at the rate of 7.34% per amount of trist southly instellent being due the first day of May 19.75 HW HITMESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day loss who seemed the corporate seal to be thereunto affixed on this the 14th day loss of Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed instrument on the day and year therein montioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May 19.75 Tennessee 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75 19.75	For valuable consideration, the	receipt of which is acknowledged,
COMPANY Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 7	the undersigned does hereby sell,	transfer and assign unto GOVERNMENT
COMPANY Company, a Tennessee Corporation, dated April 7 , 19.75 , securing a note in the sun of \$26,750.00 , recorded in Book 185 . Page 285 , of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby. The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said beed of Trust and assigned by this instrument is in the principal amount of \$26,750.00 , plus interest at the rate of 7.314 per annum, the first monthly installment being due the first day of May . 19.75 IN UITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th Cash off May . 19.75 NATIONAL, MORTGAGE COMPANY Sidney W. Matz Senior Vice President and Jasistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herowith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May . 19.75 NOTARY FIRST. Teende Law NOTARY FIRST.	NATIONAL MORTGAGE ASSOCIATION	, that certain Deed of Trust exe-
Company, a Tennessee Corporation, dated April 7 , 1975 , securing a note in the sum of \$ 26,750.00 , recorded in Book 185 . Page 285 , of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby. The undersigned as Beneficiary varrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 25,750.00 , plus interest at the rate of 7,34% per annum, the first monthly installment being due the first day of Nay , 19.75 . IN WINNESS THEREOF the undersigned has executed this assistment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day low May , 19.75 . NATIONAL, NORTGAGE COMPANY Sidney M. Fatz Senior Vice President and Sidney M. Watz Senior Vice President and Sidney M. Sidney M. Satz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Pasistant Secretary respectively, of and for and on behalf and by authority of National Most and they as Senior Vice President and Vasistant Secretary respectively, of and for and on behalf and by authority of National Most appeared the corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed instrument on the day and year therein montioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May Committed to the Company of the State of Tennessee, signed the deprint montioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of Tennes May 10, 19.75 NOTARY FUBLIC The State Day 10, 1975 Tennes Lay 10, 1976 Tennes Lay 10, 1976 The State Day 10, 1976 Tennes Lay 10, 1976 The State Day 10, 1975 The State Day 10, 1975 The S	cuted by John F. Chrestman and wife, C	lara D. Chrestman, to DELTA TITLE
Page 285 , of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby. The undersigned as Beneficiary varrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Beed of Trust and assigned by this instrument is in the principal amount of \$26,760.00 , plus interest at the rate of 1,342 per annum, the first monthly installment being due the first day of May 19.75 . IN UITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of May of May 19.75 . WATIONAL MORTGAGE COMPANY STATE OF TERNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesed County and State, personally appeared the within named Sidney M. Matz and Marvin J. Loskove that the corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herovith and delivered said instrument on the day and year therein monitoned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May commission to the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herovith and delivered said instrument on the day and year therein monitoned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May commission town to the State of Tennessee, signed the dove foregoing instrument and affixed the corporate seal of said corporation herovith and delivered said instrument on the day and year therein monitoned. GIVEN UNDER MY HAND and seal of office, this the 14th day of Tennes to the corporation organized and contains the corporation organized and contains the corporation organized and existing under the laws of the State of Tennessee, signed the above forego	COMPANY , Trustee, for t	he benefit of National Mortgage
County, Mississippi, together with the indebtedness secured thereby. The undersigned as Beneficiary variants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$25,750.00 plus interest at the rate of 7.3/4 per annum, the first monthly installment being due the first day of May , 19.75. IN UITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th May of May , 19.75. WATIONAL MORTGAGE COMPANY Sidney M. Astz Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th Sidney Mr. Astz Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th Sidney Mr. Astz Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennesses, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein montioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May Tenness May 19, 19.75. NOTARY FIGURE 18.7.	Company, a Tennessee Corporation,	dated <u>April 7</u> , 19 <u>75</u> ,
The undersigned as Beneficiary variants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$26,750.00 plus interest at the rate of 7.7/A per annum, the first monthly installment being due the first day of May 19.75 IN WITNESS THEREOF the undersigned has executed this assistment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of May 19.75 STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Fublic in and for the aforestd County and State, personally appeared the within named Sidney that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY MAND and seal of office, this the 14th day of May 19.75 WOTANY Public is the 14th day of May to make the law of May 19.75	securing a note in the sum of \$ 26	.750.00 , recorded in Book <u>185 .</u>
The undersigned as Beneficiary varrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same. The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$26,750.00 . plus interest at the rate of 7.34% per annum, the first monthly installment being due the first day of May . 19.75. IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Sacretary, and has caused its corporate seal to be thereunto affixed on this the 14th day loss was seal to be thereunto affixed on this the 14th day loss of Senior Vice President and Assistant Sacretary. **STATE OF TENNESSEE** COUNTY OF SHELBY Before me the undersigned, a Notary Fublic in and for the aforeside County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskova who acknowledged that they, as Senior Vice Fresident and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May . 19.75. **Wy Commission Day 19, 1975* Wy Commission Day 19, 1975	Page 285 , of the office of the	Chancery Clerk of <u>DeSoto</u>
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$2.26,750.00 plus interest at the rate of 7.342 per annum, the first monthly installment being due the first day of May 19.75. IN WITINESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of May 19.75. ATTEST: WATIONAL MORTGAGE COMPANY Sidney M. Matz Senior Vice President WATIONAL MORTGAGE COMPANY Sidney M. Matz Senior Vice President County and State, personally appeared the within named Sidney M. Water, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tenusesse, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May . 19.75 Wy Commission Delma May 19, 1875 Tegrile Lay 10 NOTARY TIBLE 10 Section 19 10 10 10 10 10 10 10 10 10 10 10 10 10	County, Mississippi, together with	the indebtedness secured thereby.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$2.26,750.00 plus interest at the rate of 7.344 per annum, the first monthly installment being due the first day of May , 19.75 IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of May , 19.75 Sidney M. Matz Senior Vice President Sidney M. Marvin J. Loskove Assistant Secretary STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Fublic in and for the aforeside County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, day Senior Vice President and Passistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May , 19.75 Wy Commission Explose May 19, 1975 NOTARY FIRSLE? NOTARY FIRSLE? NOTARY FIRSLE? NOTARY FIRSLE? Permission of Tennessee of Senior Vice President of Tennessee of Tennessee of Ten	The undersigned as Beneficiary	warrants that it is the legal owner
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$26,750.00 , plus interest at the rate of 7.3/4 per annum, the first monthly installment being due the _first day of	of the above described indebtednes	s and is capable of conveying title
mount of \$ 26,750.00 plus interest at the rate of 7.31/2 per annum, the first monthly installment being due the first day of May 19 75 IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of May 19 75 WATIONAL MORIGAGE COMPANY Sidney M. Matz Senior Vice President Watz and Marvin J. Loskove Assistant Secretary Before me the undersigned, a Notary Public in and for the aforeside County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May commission bayes 10y 13, 1375 Wy Commission Explain 10y 13, 1375 Wy Commission Explain 10y 13, 1375 Wy Commission Explain 10y 13, 1375	to same.	
caused its corporate seal to be thereunto affixed on this the 14th day loss May , 19 75 NATIONAL MORTGAGE COMPANY Sidney M. Matz Senior Vice President Marvin J. Loskove Assistant Secretary STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskova who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Nortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May , 19 75 Ny Commission Explose 10dy 19, 1375 Teenie Lay! NOTARY FUBLIC: 10 Teenie Lay! NOTARY FUBLIC: 10 Teenie Lay! NOTARY FUBLIC: 10 Teenie Lay! NOTARY FUBLIC:	Deed of Trust and assigned by this amount of \$ 26,750.00 , plus in annum, the first monthly installme	instrument is in the principal terest at the rate of 7 3/4 % per
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STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskova who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 14th day of May . 19 75 No Commission Explose 108y 19, 1975 No TARY FUBLIC 2/71/226	From & John	
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May 19 75 . My Commission Expires July 19, 1975 2/71/226 May Commission Expires July 19, 1975 NOTARY PUBLIC:	Katz and Marvin J. Losk they, as Senior Vice President and of and for and on behalf and by au Company, a corporation organized a State of Tennessee, signed the about	who acknowledged that Nove who acknowledged that Nasistant Secretary respectively, thority of National Mortgage and existing under the laws of the ove foregoing instrument and affixed ation herewith and delivered said
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2/71/226	My Commission Explore July 19, 1975	Teenie Lay!
	2/71/226	E 2 2 (6)
	TE OF MISSISSIPPI DESCTO COUNTY	
certify that the within instrument was filed for record at o'clock	minutes P. M. 21 day of Ma	1975, and that the same has been

recorded in Book 186 Page 9 records of REAL ESTATE TRUST DEEDS
of said County,
Witness my hand and seal this the as day of On 19
Fees \$2.50 pd.
SEAL H. H. H. J. J. CLERK

	Attention and Concelly and Concelly and Concelly Attention and Concelly and Concell	nofuegiale			
	Jimmy L. Lawrimore, et ux	FOR REAL ESTATE,	CHATTEL OR BO	отн	
	To { DEED OF TRUST Security Bank of Hernando	THIS INDENTURE, Machine Jimmy L. Law	rimore and wife of Hernando		of the first part,
	& 32/100 (\$4,648.32) evide maturity, due and repayablinstallments shall be due after until paid in full	nced by a promisso e in 36 equal mont	Four Thousand ry note of even aly installment as installment	date, bearing 10 s of \$129.12 each due each succeedi	y-Eight Dollar % interest fro , first of sai
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J	Personally appeared before me. the timmy L. Lewerimore and wife, without allowed an appeal at the community makes my bland and official seal, this S	Sameria Kay Lawri of delivered the foregoing Do-d	more of Treet my fee stay and ye		the within named
24	Commission Expires: The or Mussion Desort County. Before the	(SEAL)	of said Count	y, this day personally appeared	Clerk D. C.
reco	certify that the with minutes P.M. 2) proced in Book 186 Page and County the Bart and sea	oro county in instrument was	es filed for 1975, and of REAL ESTA	record at 3 that the same	
Fees	2.50	1/1	01	11/00	1975.

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of May (19.75, among the Grantor, THOMAS A. CLIMER and wife, LINDA J. CLIMER

Donn A. Southern (herein "Borrower").

and the Beneficiary, GUARANTY TRUST SAVINGS AND LOAN ASSOCIATION (herein "Trustee").

and the Beneficiary, GUARANTY TRUST SAVINGS AND LOAN ASSOCIATION (herein "Trustee").

Suite 117, 5100 Poplar Avenue, Memphis, Tennessee 38137 (herein "Lender").

Bornower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto (State of Mississippi: to-wit:

Lot 250 in Revised Plan Section "C", CARRIAGE HILLS SUBDIVISION, as recorded in Plat Book 3, Page 38 and 39 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

Togerher with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

with said property (or the leasehold estate in the event this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of THIRTY SIX THOUSAND AND NO/100---Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on —June 1, 2005 ——; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FRLMC-12/71-1 to 4 Family

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so helding and applying the Funds. charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficient within the sufficient state.

the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any,

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in most faith gratest and lies because the best payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in most faith gratest and lies because the lies and the lies because the lies are lied to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in most faith gratest and lies because the lies and lies because the lies are lied to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in most faith gratest and lies because the lies are lied to the li in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Barrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Daed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender;

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in furm acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid acceptable to the property of the property and Lender and premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and

Lender may make proof of less if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

- 7. Protection of Londer's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation or other taking of the Property or part thereof.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.
- 15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

1a. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower is branch of Trust. Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 18 hereof, upon Borrower aby the Deed of Trust. Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 16 hereof and provided in the potential of the provided of trust and also of the Property. If the branch of the notice is made to the provided in the notice may result in acceleration of the standard of the property. If the branch is not carred on or bofore of Trust and also of the Property. If the branch is not carred on or bofore that paragraph is included in the notice can be applied to the provided of the provided in the notice of the provided in the provided in the paragraph 18, including, but not limited to, reasonable attorney's fose.

If Lender invokes the power of such gased in Borrower, in the manner provided in paragraph 18, including, but not limited to, reasonable attorney's fose.

If Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner paragraph and the property of the property of the property and the property of the property and provided in the property of the pro

IN WITNESS WHEROLDY, Borrower has executed this Deed of Trugt

Homes A. Clemei inda g. Climer Linda J. Climer 1681 Farmington Drive Southaven, Miss. TENNESSEE STATE OF XXXXXXX SHELBY Personally appeared before me, the undersigned authority in and for said County and State, the withte named,
THOMAS A. CLIMER and LINDA J. CLIMER
with acknowledged that the y signed and delivered the foregoing instrument on the day year therein mentione Given under my hand and seal of office, on this the 20th day

My Commission expires: 7/1/75

Agency responsible for payment of taxes:
Guaranty Trust Savings & Loan Association
Suite 117, 5100 Poplar, Memphis, Tenn. STATE OF MISSISSIPPI, DeSOTO COUNTY

STC 31623 filled for record at 10 dh _b'clock and

STATE OF MISSISSIPPI, DESCTO COUNTY		
I certify that the within instrument was	filed for record as	in alabant
/S plantes A. M. 21 day of ma	1975, and that the	same has been
recorded to Book 186 Page W records of	REAL ESTATE TRUST	DEEDS
Witness av hand and seal this the Aa d.		1076

Pees \$ 6.00 pd.

SEAL H. L. Gerguson, CLERK

Notary Public E. D. Dukes

oft.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

KNOW ALL MEN BY THESE PRE	The	Hernando Bank	
Hernando, Mississipp		Hertiango Bank	
of nernando, mississipp		the beneficiary, does hereb	cortify that a cortain trust dee
bearing date the 14th day of	December	9 72 , made and executed by M	ary W. Guy
	ot.	, to Ti	ne Hernando Bank
the above named beneficiary, and records	ed in the office of the Ch	uncery Clerk of DeSoto	
County, in the State of Mississippi in	Real Estate	Trust Deed Record No.	151 474
of the Record of Trust Deeds, on the	14th dougl		72
			N. D. 19.72 Is now fully paid
and satisfied; and I do hereby authorize t	the Clerk of the Chantery	Court of said DeSoto	
County to enter satisfaction and certificate	e of payment in full upon	his said instrument and that this ende	or be recorded in the records o
sald County also as provided by law,	his the BCD,day	of May, 1975.	
		The Hernando Bank	
		11 5	
		Marianity	
		A. S. Ballard, Jr., Pre	sident
STATE OF MISSISSIPPI.			
DeSoto County.			
Brown III and the second		Plate W. Bushan	
Personally came and appeared before			
n and for County and State aforesaid, A	. S. Ballard, Jr.	, President who ac	knowledged that he signed and
lelivered the above and foregoing instrum f said The Hernando Bank, Givenizander by hand and soal of of	after first being	duly authorized and emp	as the act and deed owered to so do. A D 19.75
y Commission Espires:		Elaw M. B	
y Commission Expires Jan. 7, 1978		Notary Public	ZellEl

e slipe.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST	Cli	a38
STATE OF MISSISSIPPI.)		
DeSato County. 83.		
KNOW ALL MEN BY THESE PRESENTS: That The Hernando	Bank .	
, Hernande Mindere	beneficiary, does hereby certify that a certain trust	
searing date the 16th day of May 19 74, made	and acceptable Honory Clauset	t de
Rosie Glaspie	The Harmonia	
ne above named beneficiary, and recorded in the office of the Chancery Clerk of	no The hernando Bank	
ounty, in the State of Mississippi in Real Estate	Desoto	
the Rescuid of Trust Deads on the 17th	Deed Record No. 175 on page 317	
the Record of Trust Deeds, on the 17th day of May	A. D. 19.74 , is now fully	pa
d satisfied; and I do hereby authorize the Clerk of the Chancery Court of said		
unity to enter satisfaction and certificate of payment in full upon this said instrume	int and that this order be recorded in the record	å c
d County also as provided by law. This the Roll, day of May,	1975.	
The Her	nando Bank	
	Funs.	
A. S. Ba	llard, Jr. President	
DeSate County.		
Personally came and appeared before me, the undersigned authority. Elois		
nd for County and State sforesaid, A. S. Ballard, Jr., President	wild acknowledged that he siened a	nd
ered the above and foregoing instrument on the day and date for the purpose to the Rernando Bank, after first being duly authoriz	humin mentioned, as the act and dee	đ
Committee my Wand and seal of office this SOTO day of	es and empowered to so do.	
Commission Expires:	Elein M. Bruker	
V 2010	, all of the	
TS-transport T		
Matter of the control		=
E OF MISSISSIPPI, DESCTO COUNTY certify that the within instrument was file minutes A.M. a) day of 1975		B
rded in Book 186 Page 16 records of REA	, and that the same has be	cl
aid County	L ESTATE TRUST DEEDS	-1
these my hand and seal this the ag day o		4
\$2.50 pd.		

0/1 14.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C STATE OF MISSISSIPPI. DeSoto County. KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank Hernando, Mississippi 27th bearing date the 20th day of April 19 73 made and executed by Colmon Fowler and Lillian Fowler _____ to The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clark of DeSoto County, in the State of Mississippi in Real Estate on page 620 of the Record of Trust Deeds, on the 23rd day of April A. D. 19.73 -, is now fully paid and satisfied; and I do hereby authorize the Clark of the Chancery Court of said. DeSoto This the 2000 day of May, 1975. The Hernando Bank A. S. Ballard, Jr., President STATE OF MISSISSIPPI, DeSoto County. Personally came and appeared before me, the undersigned authority Elois M. Barbee in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Rernando Bank, after first being duly authorized and empowered to so do. Cives under my hand and seal of office this Dotto day of Dotto A D. 19.25 My Commission Expires: My Commission Expires Jan. 7, 1978 Notary Public STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 2) day of Wa 1975, and that the same has been recorded in Book 186 Page 17 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the aa day of

Paga \$2.50 pd

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C STATE OF MISSISSIPPI. DeSoro County. KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank of Hernando , Mississippithe beneficiary, does hereby certify that a certain trust deed 72 made and executed by Doyle B. Roberts and wife, Doris C. Roberts ... The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clark of DeSoto of the Record of Trust Deeds, on the 27th day of A. D. 19_72 , is now fully paid A. S. Ballard, Jr., President STATE OF MISSISSIPPI, DeSoto County. Personally came and appeared before me, the undersigned authority. Elois M. Barbee in and for County and State aforesaid, A. S. Bellard, Jr., President who exhowledged that he signed and

in and for County and State aformatid. A. S. Bellard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therain mentioned, as the act and deed of Swinn under my hand and real of office that day of A. D. 1976

My Commission Expires:

My Commission Expires on 7, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the design of the day and date for the purpose therain mentioned, as the act and deed of an act of the purpose therain mentioned, as the act and deed of the purpose therain mentioned, as the act and deed of an act of the purpose therain mentioned, as the act and deed of an act of the purpose therain mentioned, as the act and deed of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the purpose therain mentioned, as the act and deed of act of the act and deed of act of the ac

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 18 records of REAL ESTATE TRUST DEEDS

Of said County

Witness my hand and seal this the 22 day of 1975.

Fees \$2.50 pd

SEAL A. CLERK

the same of the same

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Uniqued Ful 1+2 Garn.

No. 198 Proje 348

This the 12 day of David 19 16

Real Estate TID Brown 9.

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of May , 19 75, among the Grantor, Theodore X. Wiernasz and wife, Pamela Rae Wiernasz

G. L. Oates

and the Beneficiary, Wortman & Mann, Inc.
organized and existing under the laws of Mississippi , whose address is P. O. Box 1571, Jackson, Mississippi 39205 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto State of Mississippi:

Lot 10, Section "A" Revised, Churchwood Subdivision, in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

> 1560 787 2002 11th Sept 2002 Lo. E. Damo lo. E. Damo

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> > LU. E. Daniel
> > Ly. G. Aberbey oc

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Togerhea with all the improvements, now or hereafter creeted on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

To Szcum to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Seven Thousand One Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005 : the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Advances").

Borrower covenants that Borrower is lawfully seised of the estate bereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FHLMC-12/71-1 to 4 Family

real estate TID 1386 126 WE David 2001 My & Clivelance ASSIGNMENT OF THIS INSTRUMENT RECORDED IN TEAL OSTATE TO BOOK.

NO. 981 PAGE 202

THIS THE 20 BAY OF March, 19 98

Barbara Suns Do

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

cipal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof. Borrower shall pay to Lender on the day monthly installments of principal and interest are nayable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be beld in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premium

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender Deed of Trust; provided, that Borrower shall not be required to discharge any tien which has priority over this agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to be prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Dord of Trans.

hazarda as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Doed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be increasonably withheld. All premiums on insurance policies shall be when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly farnish to Lender all renewal notices and all receipts of paid Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is comomically feasible on the security of this Doed of Trust is not thereby impaired. He such restoration or repair is not economically feasible or if the security of this Doed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if offers to settle a claim for insurance benefits, Londer is authorized to collect and apply the insurance arrier and Lender's option either to restoration or repair of the Property is abandoned by Borrower of Enders to Settle a claim for insurance benefits, Londer is authorized to collect and apply the insurance proceeds at Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or Lender, and principal and to the proceeds thereof to the extent of the sums secured by this Doed of Trust.

If under paragraph 18 hereof

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemna-

tion, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor

offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not α Wαiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforcied by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 bereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. In Witness Whinesoy, Borrower has executed this Deed of Trust Hamisla Raciwiennas Pamela Rae Wiernasz 7792 Farnell Drive Horn Lake , Mississippi 38637 STATE OF MISSISSIPPI. DeSoto COUNTY SS: Personally appeared before me the undersigned authority in and for said County and State, the within named that the Y signed and delivered the foregoing instrument on the day and year therein mentioned good Given under my hand and seal of office, on this the 15th day of May AD, 19-75 My Commission expires: 9-25-78 STATE OF MISSISSIPPI, DeSOTO COUNTY I carried that the within instrument was filed for record at 1.5 o'clock and STATE OF MISSISSIPPY, DESCTO COUNTY I certify that the within instrument was filed for record at No clock 15 minutes A. M. 21 day of Mo. 1975, and that the same has been recorded in Book 1816 Page 19 records of REAL ESTATE TRUST DEEDS of said County, Witness my hand and seal this the aa day of 1975. Fees \$500 pd.

BOUTHAVEN, MISTIT 1 1 3771

CANCELLED BY AUTHORITY RECORDED IN BOOK

198 PAGE 190

THIS 5 DAY OF GOING 1976

Mississippi Pankers Association Form No. 1 (Revised Dot. 1955) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between
INC
of the first part, hereinafter designated as the Grantor,
STUART ROBINSON Trustee, of the second part, hereinafter designated as Trustee, and
BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
of the third part, hereinafter designated as the Beneficiary.
WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THIRTY THOUSAND TWO HUNDRED AND NO/100
(\$ 30,200.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of-Ten per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:
Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of July, 1975, and continuing on the first day of each month thereafter until this note is fully paid;

Accrued interest at the rate stated above shall be die and payable monthly, commencing on the first day of July, 1975, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 8th day of November, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1227, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforemid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate hisrain specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other titur of indebtedness secured hereby, or the interest thereon, or if default is made in the convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of and note or notes, be and become at once due and mayable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at time, place and invalve, and the trustee herein named, or holder of any owner or holder of any owner or holder of the indebtedness aforemate them unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Missimply Code of 1942 and smendments if any thereto, and the trustee shall make deed to the purchaser or their insulation of de

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of computent invisibilities to collect and impound the sold reports invisible and offer paying the appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or helder of the said secured notes, may procure said insurance
and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums
paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax
sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall
be covered by this conveyance and shall be due and demandable on the date of the majority of the interest installbe covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which enid insurance is placed shall, with respect to such insurance premiums, he conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, he conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the cond the plural the singular; holder of the note or and the word beneficiary chall at any and all times to	notes shall be deemed to refer to and in	citide the owner of the daht
IN TESTIMONY WHEREOF, witness the sign		
TATE OF MISSISSIPPI.	BY: Robert M. Williams. IN BY: C. Hunter Branno	ms, Jr., Vice Pres.
This day personally appeared before me, the u	undersigned authority, in and for the S	State and County aforesaid,
	who severally a	cknowledged that
igned and delivered the above and foregoing deed o	of trust on the day and year therein n	nentioned.
Given under my hand and official seal, this	the day of	19
ty Commission Systems		

Notary Public

respective a corpora livered the corporation	ee Presidely of the about the stion, who see the above and on, being there and a under my h	ve nam rerally s foregoin reunto fi	ed icknowl g instri irst dul;	edged iment y authi	that of w	Reeve	s-W on bei the da	illi half o	ams f said year	, In	vention.	n elko	e ster	one The	on last	hra	dec
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			S		A4 - II				8								
RUST		Truste	57.81. A	×	dry Clerk	Chancery	I certify that this Deed of Trust was filled for	record in my office at \\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	Sc 41. 8	day of	oged do !	in my office.	iffice, this	. 19		D. G	10000
ID OF T	s		Strep 61	o'otork R	-	SRIPPI County	a Dead of Tru	1 \ V. 15 o'eld	or some	d the	1. 19		Witness my hand and seal of office, this				SN TO
2			Filed for Record	51.0	P.	STATE OF MISSISSIPPI	artify that thi	a my office a	Sey of	was duly recorded the			these my hand				ACCION HEDER
LAND DEED OF TRUST			- 4		a I	图 3	2	8		and was		Book No.	W	lay of			- 1

the Parks and

recorded in Book 8 Page 23 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 2 2 day of Fees \$ 5.00 pd.

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1. A. T. P. C.

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VA Ferm 25-4312 (Home Louis) Revised January 1974. Use Optional. Section 1816. Title 28 U.S.C. Acceptable to Fadural National Mortgage Association. MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 9th day of May , 1975, by and between James Edwin Jimerson and wife, Vicki Elizabeth Jimerson

, hereinafter called the Grantor; C. B. Henley , hereinafter called the Trustee, and

Bailey Mortgage Company

and existing under the laws of the State of Mississippi post-office address at Jackson, Mississippi Beneficiary:

, a corporation organized , having its principal office and , hereinafter called the

Witnessetti, That the Grantor, in consideration of the debt and trust bereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 1221, Section "B" Southaven Subdivision West, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in the office of the chancery Clerk of DeSoto County, Mississippi, in plat book 2, pages 48 and 49.

The Grantors covenant and agree that so long as his deed of trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or not secured hereby be determined ineligible for guaranty under the Serviceman's Readjustment Act within 30 days of the date hereof (written statement of any officer or authorized agent for the Veterans' Administruation declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the bereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

ASSIGNMENT OF THIS INSTRUMENT TO BOOK.

NO. 25/ MAR 196

THIS THE DE DAY OF CLY 19 96

W. C. Daving A Children A

Real Estate
149
309
W.E. Davis
By. M. Saylor D. (

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, However, to secure to the Beneficiary named above, the payment of a certain promiseory note of even date herewith in the principal sum of Twenty-Four Thousand Five Hundred---- Dollars (\$ =24,500.00), with interest from date at the rate of eight and one-half per centum (81, %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company

in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One hundred eighty-eight & 41/10Pollars (\$=188.41=), commencing on the first day of July // , 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June *** 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the

terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 interest on the note secured hereby; and
 amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, then the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (1.0.0%) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall psy the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust sinall exhaust the right to exercise such power, but all righ

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whother by operation of law or otherwise.

In Witness Wheneof, the Grantor(s) have bereunto set their hand(s) the day and year herein first written above.

Jams Edwa Jeweron Olecke Elizabeth Gemeison

STATE OF MISSISSIPPI, COUNTY OF DeSoto

Personally appeared before meD.B.Bridgforth, Jr. , the undersigned authority in and for each County, the within named James Edwin Jimerson and Vicki Elizabeth Jimerson , his wife, who acknowledged that the Y samed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

9th

day of Mar

nc1975

My Commission Expires: 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

Witness my hand and seal this the as day of

1975.

Fees \$ 5.00 pd.

SEAL H. Y. GERGUSON, CLERK

Ø 5 0 € ¥ × 6

SOUTHAVEN, MISSISSIPPI 38671

Assignment of this instrument for orded in Book an T dates land No. 195 Page 416 This the 26 day of 200: 19 76

Assignment of this Instrument Recorded in This the 14 day of 800 1975

DEED OF TRUST

This Drep of Trust, made and entered into this 15th by and between Walter S. Joiner and wife, Maria P. Joiner

, hereinafter called the Grantor; G. L. Oates , hereinafter called the Trustee, and

Wortman & Mann, Inc.

, a corporation organized , having its principal office and , hereinafter called the and existing under the laws of the State of Mississippi post-office address at P. O. Box 1571, Jackson, Mississippi Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 771, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned; RETURN TO:

W., F., R., & B., LTD, P. O. BOX 241 SOLITHAVEN, MISSISSIPPI 38671

> Real Estate Fanancia Sur.
> Assignment of this Instrument Recorded in
> Real Estate 172 Book 533

This the

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, Howeven, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Eight Thousand Five Hundred---- Dollars (\$ 28,500.00), with interest from date at the rate of Seven & 3/4 per centum 7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office Wortman & Mann, Inc., P. O. Box 1571 in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Pour and Dollars (\$ 204.34), commencing on the first day of July , 1975, and continuing on the Dollars (\$204.34), commencing on the first day of July , 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 38 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less, Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (t) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (n) interest on the note secured hereby; and

(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses accured thereby. are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, 3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured bereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized bereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for each to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Missiscippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining uppaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereum belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At any sa

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferer thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Maria P. Joiner Joine

STATE OF MISSISSIPPI. COUNTY OF DeSoto

Personally appeared before me D.B.Bridgforth, Jr., the undersigned Authority in and for said County, the within named Walter S. Joiner Maria P. Joiner , his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and scal this 15th

My Commission Expires:

9-25-78 0 ,

STATE OF MISSISSIPPI, DESCTO COUNTY is minutes A. M. al day of the 1975, and that the same has been recorded in Book 186 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of

14 C 18

1975.

Fees \$ 5.00 PC.

1 & C 5 5 5 \$ \$ \$ 8

Recorded &

AUTHOR 320 AUTHOR TO THIS THE D day of Orace 19 76

No. 188 Page 371
This the 30 day of July 19 25
N. S. Reignson Clerk

Assignment of this Instrument is a se

VA Form \$6-6323 (Bome Loan) Revised January 1873. Use Optional. Section 1810, Title 58, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 15th day of May , 1975 , by and between William Oliver Presley, Jr., and wife, Glenda Foster Presley

, hereinafter called the Grantor; G. L. Oates, , hereinafter called the Trustee, and

Wortman & Mann, Inc.

and existing under the laws of the State of Mississippi post-office address atp. O. Box 1571, Jackson, Mississippi Beneficiary:

, a corporation organized , having its principal office and , bereinafter called the

Witnessers, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 703, Section "D", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Mal est ate 7/2 Book
No. 50/ Page 432

This the /3th day of March 19 90

by D. Layle, S.C.

Red Estate 10 800!

No. 454 P. Z40

The the S. day of Nov 19 88

We Davis by Clou

SOUTHAVEN, MISSISSIPPI 38671 W., F., R., & B., LTD. P. O. BOX 241 RETURN TO:

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand Pive Hundred------Dollars (\$32,500.00), with interest from date at the rate of seven & three-fourths centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc.

in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-three 5,100

Dollars (\$ 233.03), commencing on the first day of July. Dollars (\$ 233.03), commencing on the first day of July, , 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June xxx 2005

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

1. He will pay all and singular the principal and interest and other sams of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (t) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 (ii) interest on the note secured hereby; and
 (iii) americation of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor Any denominy in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

3.

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of extenting this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its egent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferred thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto settheir hand(s) the day and year herein first written above.

Dirla factor & Glenda Foster Presley

STATE OF MISSISSIPPI. COUNTY OF DeSoto

Personally appeared before me D.B.Bridgforth, jr., the undersigned authority in and for said County, the within named William Oliver Presley, Jr. and Glenda Foster Presley, his wife, who acknowledged that t be y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

15th

My Colymission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 18 Page 35 record of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the aa day of

1975.

Fees \$ 5.00 pd

PAGE (883)

DAY OF May 1978

J. D. Griguson

Land M. S. Griguson

250 409842

REAL PROPERTY AGREEMENT

STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at					10
Lot 548, Section "C" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50, in the Office of the Chancery Clerk of DeSoto County, Mississippi. the undersigned agree(s) not to sell, convey or further encumber in any maniner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a coverant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and poyable for all purposes. DATE: Witness: Signed: Notary Public: The first National Bank of Memphis. Witness my hand and seal at office the day and year above written. My commission expires MT commission Domits May 5, 1922 Notary Public: This instrument preparad by First National Bank of Memphis. First National Bank of Memphis. State of Mississippi, Desorto country I certify that the within instrument was filed for record at Notary Public. Signed: Notary Public: Notary Public: This instrument preparad by First National Bank of Memphis. Public of the South Signed and Signed	amount of \$ 1,265 5-13-75 sai	.04, evidenced by a n d loan representing costs of	ote executed by the u improvements on the f	ndersigned and bearing of	late of
Lot 548, Section "C" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50, in the Office of the Chancery Clerk of DeSoto County, Mississippi. the undersigned agree(s) not to sell, convey or further encumber in any mainer whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant cuming with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes. DATE: Witness: Signed: S	Lot No recorded in plat book No.	inpage No		_ subdivision. Subdivisio	n plat
In Section 19, Township 1 South, Ranger 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50, in the Office of the Chancery Clerk of DeSoto County, Mississippi. the undersigned agree(s) not to sell, convey or further encumber in any mainer whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes. DATE: Witness: Signed: Signed: Signed: Signed: Signed: Signed: On this the date of the county of the commissioned sell qualified, personally appeared the same due and for said State and County, duly commissioned sell qualified, personally appeared the same due thereof the foregoing instrument on the day and year therein mentioned as free act and deed and for the consideration and purpose therein mentioned and set forth. Witness my hand and seal at office the day and year above written. My commission expires Mr Commission Edward May 20 (Notary Public) First National Bank of Memphis. My commission expires Mr Commission Edward May 20 (Notary Public) First National Bank of Memphis. Salnutes A. A. day of the Salnutes A. A. day of the same has been of said County. Witness my hand and seal this the 22 day of the ESTATE TRUST DEEDS Witness my hand and seal this the 23 day of the Salnutes B. A. Salnutes B. A. A. day of the Salnutes B. A. Salnutes B. Salnutes B. A. Salnutes B. Salnutes B. A. Salnutes B. Sa	In the absence of the above inform	tion, use legal description of property.			
without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes. DATE: Witness: Signed: Signed: Signed: Witness: Signed: On this the In and for said State and County, duly commissioned stid qualified, personally appeared of the foregoing instrument, and acknowledged that they executed, signed and delivered the foregoing instrument on the day and year therein mentioned as the same has been of said state and seal at office the day and year above written. Witness my hand and seal at office the day and year above written. My commission expires Mr commission Domes was 5, 1922 (Notary Public) First National Bank of Memphis. PUSIONE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book Table Page 3 records of PEAL ESTATE TRUST DEEDS Witness my hand and seal this the 20 day of 1975, and that the same has been failed County, Witness my hand and seal this the 20 day of 1975. Seas \$ 2.50 pd.	in Section 19, To plat thereof reco in the Office of	wnship l South, Rand rded in Plat Book 8	ge 7 West, as p , Pages 49 and	er 50,	
Witness: Signed: Signed: Signed: Signed: Signed: Signed: Signed: On this the In and for said State and County, duly commissioned stid qualified, personally appeared for the foregoing instrument, and acknowledged that they executed, signed and delivered the foregoing instrument on the day and year therein mentioned as the foregoing instrument on the day and year therein mentioned as the foregoing instrument on the day and year above written. Witness my hand and seal at office the day and year above written. My commission expires MY COMMISSION EXPIRES UME 5, 1922 (Notary Public) This instrument prepared by First National Bank of Memphis. STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at the same has been specified in Book 12 Page 3 records of PEAL ESTATE TRUST DEEDS Witness my hand and seal this the 22 day of Ma 1975. Sees \$ 2.50 pd.	without first paying in fu with the land and that bre	ill the balance owed on said ach thereof shall entitle the h	loan, that this agreeme	ent shall be a covenant r	unning.
STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public (Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at Notary Public) Witness my hand and seal this the 22 day of May 1975.				MAIL	X
On this the			Signed:	ye Mor	M.
On this the	Witness:		Signed: Sach	dia Mai	tin_
In and to's and State and County, duly commissioned seribed in and who executed the foregoing instrument, and acknowledged that they executed, signed and delivered the foregoing instrument on the day and year therein mentioned as free act and deed and for the consideration and purpose therein mentioned and set forth. Witness my hand and seal at office the day and year above written. My commission expires MY COMMISSION EXPIRES WAS 5, 192. (Notary Public) STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at No'clock minutes A. M. A. day of May	STATE OF	indaler)	COUNTY OF	Gelley	
This instrument prepared by STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at	th and for said State an Profession to me and acknowledged that therein mentioned as mentioned and set forth	d County, duly commissione is known to be the person do he he great and he was act and tree act and	d shd qualified, person scribed in and who ex delivered the foregoing d deed and for the ca	tally appeared <u>Very track</u> secuted the foregoing ins t instrument on the day	######################################
STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 18 Page 1975, and that the same has been of said County. Witness my hand and seal this the 23 day of 1975. Sees \$2.50 pd.	My commission expires	MY COMMISSION EXPIRES MAR. 5, 1932,		(Notary Public)	-a-
STATE OF MISSISSIPPI DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 15 minutes B. 21 day of 1975, and that the same has been recorded in Book 1812 Page 35 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 23 day of 1975. Tees 52,50 pd.	This instrument prepared	rby <u>II &</u>	First Na	itional Bank of Memphis.	
S winutes B. 20 day of the same has been 1975, and that the same has been REAL ESTATE TRUST DEEDS Witness my hand and seal this the 23 day of 1975.	5 (Rev. 4/72)				
ees Salsopd.	15 minutes A M recorded in Book 19 of said County.	al day of m	REAL ESTA	record at 15 of that the same har TRUST DEEDS	o'clock as been
	Fees \$ 2.50 pd.	SEAL A	P. Fero	CLE CLE	
			1		HAN.

409658

REAL PROPERTY AGREEMENT
In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of \$ 1,977.12, evidenced by a note executed by the undersigned and bearing date of
the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes. DATE: Zracy 12 1975
Witness: Day Marin Signed: Sig
STATE OF Tennessee COUNTY OF Shelby On this the date of May
Witness my hand and seal at office the day and year above written.
My commission expires
This instrument prepared by Betty Miller First National Bank of Memphis.
F305 (Rev. 4/72)
STATE OF MICCICCIPRY
I certify that the within instrument was filed for record at 10 o'clock minutes A M. A day of 1975, and that the same has been of said County. Witness my hand and seal this the a day of 1975.
Fean Despot. SEAL H. H. Gerguson, CLERK

224 PAGE 495 1928 THIS LOC DAY OF

THIS 20th DAY OF 10 CHANCERY CLEEK TO BOOK CHANCERY CLEEK

Minimippi Bankers Association Form No. 1 (Revised Dec. 1956)

DEED OF TRUST

THIS INDENTURE, this day made and entered into between JOHN W. WILKERSON

AND WIFE, JESSIE M. WILKERSON

of the first part, hereinafter designated as the Grantor,

James W. Amos

Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

Payable in 36 equal monthly amortized installments of \$272.01 each, the first of said installments being due and psyable on the 15th day of June . 1975, with a like installment being due on or before the 15th day of each successive month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESCTO
State of Mississippi, and more particularly described as follows, to-wit:

That certain house and lot lying and being situated in Town of Olive Branch, in the Northwest Quarter of Section 34, Township 1, Range 6 West, more fully described as commencing at a point in the Northwest right-of-way of Mills Street, said point being 209.1 feet Southwesterly of the intersection of said right-of-way with the Southwest right-of-way of U.S. Highway No. 78; thence North 53 degrees 49 minutes West 204.8 feet to an iron pin; thence South 26 degrees 55 minutes West 108.3 feet to an iron pin; thence South 56 degrees 04 minutes East 204.8 feet to an iron pin in the Northwest right-of-way of said Mills Street; thence Northeastwardly along the Northwest right-of-way of said Mills Street a distance of 100.0 feet to the point of beginning, as shown by survey of Billy D. Gray dated July 17, 1965, a copy

of which is recorded in Warranty Deed Book 62, Page 467, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary berein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be until and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sun secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the headfelary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiently thereof to sails as required by Section 39–1–55 of the Misnissippi Code of 1972and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a re

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the granter, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the granter herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not premptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums hald to procuring said insurance or in paying said taxes and insurance or in paying said taxes and assessments. paid in procuring eaid insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act sa trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, number to treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the / Theday of May, 19 75.

John W. VILKERSON M. Wilkerson
JESSIE M. JILKERSON

5-16-25

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid.

who severally acknowledged that they JOHN W. WILKERSON AND WIFE, JESSIE M. WILKERSON

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official real, this the folkday of

My Commission Expires: My Commission Expires Fab. 3, 1878

		_
STATE OF MISSISSIPPI, DESCIO COUNTY		
I certify that the within instrument w	es filed for record at 9 o'cloc	z k
ma minutes A. M. a) day of Wha	1975, and that the same has bee	217
recorded to Book 186 Page 41 record	of REAL ESTATE TRUST DEEDS	
of said County.		
Wirness my hand and seal this the A:	2 day of 1975	

I A A.G. Jerguson, Clem

5.00

oloph

4057 ORDER TO CLERK TO CA		Class
STATE OF MISSISSIPPI, DeSore County.		
KNOW ALL MEN BY THESE PRESENTS:	The TAIR HERMAN	
of Hernando, Mississippi		NK-
	the bond	ciary, does hereby certify that a certain trust de
wife, ANNE JOHNSTON DAVIS,	ember 1974, made and	executed by WILLIAM N. DAVIS
		. said bank,
the above named beneficiary, and recorded in the	office of the Chancery Clerk of	DeSoto
	Estate Trust Deed	Record No. 181 on page: 395
	day of November	A p 19 74
nd satisfied, and I do hereby authorize the Clerk	of the Chancery Court of said.	DeSoto
ounty to enter satisfaction and certificate of payme	ont in full upon this sour least	
id County also as provided by law.	STATE OF THE PARTY	I that this order be recorded in the records of
	THE HERNANDO	BANK
	Hernando, Mi	ssissippi
	By: A. S. Ballar	elid)
	W we worked	d, CLr. PRESIDENT
ATE OF MISSISSIPPI, } DeSota County. }		
,		
Personally came and appeared before me, the un	identaried authority B. Ne	otary Public
od for County and State aforesaid / THE HER	PRESIDENT of	
		who acknowledged that he signed and
ered the above and foregoing instrument on the Said back, he being author Given under my hand and seal of office this	ized so to do.	mentioned, as the act and dee
(SEAL)	day of May,	A D, 1975
	L'Elac	h backe
Commission Expires: My Commis		TARY PUBLIC
Distributed on the second	LAWRENCE-GEROWSON ATRAS	
	- AVAIN AGA	LET THE LINES HAVE BEEN

STATE OF MISSISSIPPI, BESUTO COUNTY

CERTIFY that the within instrument use filed for record at 9 clock

and that the same has been of said County.

Witness my hand and seal this the 23 day of Tees \$2.50 pd.

SEAL A A A A A CLERK

D-9Y-AUTHORITY RECORDED AN ARRIVA 85.01 Pings to VAG 81 BMP

Prepared By: Robert Schneider, 71
12 S. Main, Memphis, Tennessee 38103

CANCELLED BY AUTHORITY RECORDED IN BOOK 223 MAGE 555 1416 13 BAY OF COMO 19 78 3.00

This Indenture, made by and between MICHAEL O. CRANE and wife, CAROL S. CRANE

party of the first part; TROY BARRON

_party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of curing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 31, Section A, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, in Pages 53 and 54, of the records of file in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$10.041.36, evidenced by the following promissory notes of even date berewith: executed by the parties of the first part in the above amount payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 64 installments of \$119.54 each, the first of said installments being due and payable June 1 1975 and the remainder of said installments being due and payable on the lst day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default is any of the terms and conditions of any fixed of this instrument, then may be as become prior and paramount to the first of this instrument, then may default be some of any part of the indebtedness accured by this instrument due for all payables, and first leaves may be that hat transfer as in the case of any part of the indebtedness accured by this instrument due for all payables, and first leaves may be that hat transfer as in the case of some of each part of the indebtedness accured bromby may, at his discretium, message and pay any such such as the content of any part of the indebtedness accured bromby may, at his discretium, message and pay any such such as a shall be necessary in each second to the payable of the expenses of administering this trust, and the advancement of such paying at at this their highlies level. It is not a payable of the such paying at at the their highlies level. The said option to accelerate said indebtedness.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgager's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal bours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

__day of___April Witness the signature of the party of the first part, on this the 21st

MICHAEL O. CRANE Calos S. Clark

CAROL S. CRANE

STATE OF_ COUNTY O			}					
Person	ally appeared befor		gned Notary Public 1 wife, CAI			d County afo	resaid, the wit	hin named
who arknowle voluntary act	Syrd that The Y			STATE OF THE PERSON NAMED IN		year therein	mentioned as_	the1r
	whose my hand and	scal this the	lst da	y of	April			, 1975
Му болица	ssion expires	: ,12/30/3	8	_chi	eray-	Mari	ard	y Public.
244,							110131	r uone.
NO TG# RE								
Mail Tax	bills to:	(persons	responsible	for pay	ment):			
Mr. & Mrs	. Michael	O. Crane						
Return to	: Troy Ba	nnon min	anay Dent	Pinot 1	raen u	ionk M	amn h 1 e	
neutri co	. Iroy ba	rion, ranc	pay bent.,	Parist A	Sel.	oans, m	subtra	
TLE 1		duly duly	of the country of the	STA:				MIB
TITLE INSURANCE is the only protection against real estate t	WITNESS my hand and official scal, this	AD. 19-25 attD'ISPriori A. M., and has been this day duly recorded in Trust Deed Record. Page.	of the Chamerry Court and ex-officio Record or the County and State aforesaid, do here entity that the within instrument of write was filed for record in my office on the Salassa filed filed for record in my office on the Salassa filed filed for record in my office on the Salassa filed f	STATE OF MISSISSIPE			H	Compliments of MID-SOUTH TITLE COMPANY, INC. 12 SO, MAIN MEMPHIS, TENNESSEE
ANCE	lay of	I in Th	mery Court and ex-officio Recorder unity and State aforesaid, do hereby the within instrument of writing or record in my office on the Sh	MISSIN	1, 30 g			Comp 17 TH TIT
2 E	1 1	M. A. Dee	ort and State a bin ing	SSIPPI	FOR THE USE OF	ਰ	T]	Compliments of I TITLE COMP 12 SO, MAIN APHIS, TENNESS
state	d offici	d has b	trunent like on		(E)		DEE	HAIN
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Clerk larantee losses.		\$ K	Physical Charles	F	Trustee			NC.
, D. I								
I DETENT	ISSISSIPPI y that the es A. M.	with the transfer	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO	no F11-1				
ecorded in	Book 186	Page 48	Tecord	1975,	and t	hat the	same ha	clock been
Witness :	mry band and	seal thi	s the 20	day of			DEEDS	
ees \$ 3.00			,1	01		man		1975.
		SEAT	H. L	10	erge	usor	CLE	RK
					1			

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Care Some w

Mississippi Bunkers Association Form No. 1 (Revised Dec. 1985)

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Joe D. Leeke,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and First National Bank, Hernando, Mississippi

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eight Thousand Three Hundred Fifty Nine and 92/100 DOLLARS

(\$ 8,359.92) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after

maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Thirty Six (36) equal monthly installments of \$232.22 each, the first payment being due and payable on the 13th day of June, 1975, with a like payment due and payable on the 13th day of each and every successive month thereafter, the final payment being due and payable on the 13th day of May, 1978, or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Property

A parcel of land on the East side of U. S. Highway 51 in Section 14, Township 1 South, Range 8 West, (DeSoto County, Mississippi) described as:

BEGINNING at a point in the Easterly line of U. S. Highway No. 51 at the Northwest Corner of the Gordon J. Keim property 281.0 feet North of the North line of State Line Road; thence Northwardly along U. S. Highway No. 51 a distance of 125 feet to a point; thence Eastwardly at an interior angle of 72° 38' 262.57 feet to a point in the Westerly line of Section A-1, Southaven Subdivision as shown by the plat recorded in Plat Book 2, Page 41 in the Office of the Chancery Clerk of said county; thence Southwardly along the Westerly line of Section A-1 of Southaven Subdivision 50 feet to a point; thence Westwardly 233.1 feet to the Point of Beginning.

This is a Second Deed of Trust and junior to that certain Deed of Trust recorded in Book 158, page 440 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of faxes on the said property, or in the payment of attornoy's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, soil said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Buch sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and a request for sale hereby be a corporation, then in such event a declaration of default to the trustee, and a req

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises incured against loss or damage by fire, storm, war damage and other hazard in example insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may bereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically ged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustoe herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is piaced shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

day of

IN TESTIMONY WHEREOF, witness the signature of the gracter this the

Joe D.\ Leeke COUNTY OF DESOTO This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Joe D. Leeke who where the acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13 W day of ommission Expired: Agrica 3 / 97 9

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock 20 minutes P. M. 20 day of May 1975, and that the same has been recorded in Book 86 Page 47 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 22 day of May 1975.

Mr. 55.00pd.

5.00

4057 ORDER TO CLERK TO C.	STATE OF THE PARTY NAMED IN	D OF IRUSI			Cla
				I THE	
DeSote County. se.					
KNOW ALL MEN BY THESE PRESENT of Hernando, Mississippi		The Hernando			
bearing date the 5th day of A	pril	the b	eneficiary, does h	ereby certify	that a certain trust
Lola G. McNeely		19	and executed by.		McNeely and nando Bank
he above named beneficiary, and recorded in	the office of the	Chancery Clerk of	DeSoto	,	
ounty, in the State of Mississippi In R	esl Estate	Trust I	Seat Decorat Na	94	on page 179
f the Record of Trust Deeds, on the 6th	day of	April.		. A. D. 19_	67 is now falls a
od satisfied; and I do hereby authorize the Cle	rk of the Chance	ry Court of solet	DeSoto		Tully p
ounty to enter satisfaction and certificate of pa	swent in full uses	CAN SEC 1			
ld County also as provided by law. Thi	ene 16th		975. wando Banl		
			t Fam	S.	
		A. S. Bal	lard, Jr.,	President	
TE OF MISSISSIPPI, DeSeto County.					
Personally came and appeared before me, the		thority Eloi	s M. Barbe		
nd for County and State aforesaid, A. S. B	allard, Jr.	, President	Who a	cknowledged	that he signed and
ered the above and foregoing instrument on a d The Hernando Bank after fire Given under my hard and seal of office this.					tet and deed
Communication Expires:			. M. Bau	hae	A D. 19. 75
nmission Expires Van. 7, 1978					
181 -00					

220777-71

FORM NO. 1841 MEV. 1/75

DEED OF TRUST

STATE OF MISSISSIPPI. COUNTY OF DeSOTO

WHEREAS,

JAMES D. CLEMENTS AND SHERYL M. CLEMENTS

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEHEINAFTER CALLED BENEFICIARY, IN THE SUM OF THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 BY A PROMISSORY NOTE OF EVEN DATE HEREWITH. PAYABLE TO THE URDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE. THE LAST INSTALLMENT BEING DUE AND PAYABLE ON THE IST DAY OF VUNC

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDESTEDNESS, AYTORNEY'S FRES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE.

JAMES D. CLEMENTS AND WIFE, SHERYL M. CLEMENTS

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED TRUSTEE. DOES HEREBY CONVEY AND WARRANT LINTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DESCRIPTION ATTACHED

The land lying and being situated in Section 10, Township 2 South, The land lying and being situated in Section 10, Township 2 South, Range 6 West, DeSoto County, Mississippi described as COMMENCING at a point recognized as the Southwest corner of said Section 10; these East 2,204 feet along the South line of said Section to a point; these south a distance of 90.0 feet to a point in the center line of College Road; said point being the point of beginning of the herein described tract; thence North 01 degrees 00 minutes 45 seconds East a distance of 1,076.20 feet to an iron pin; thence North 00 degrees 00 minutes 36 seconds East a distance of 334.02 feet to an iron pin; thence North 89 degrees 40 minutes 39 seconds East a distance of 312.07 feet to an iron pin; thence South a distance of 1,420.64 feet to a point in the center line of College Road; thence along the center line of the center line of College Road; thence along the center line of College Road with the following calls: A circular curve whose central angle is 07 degrees 35 minutes 51 seconds right; whose radius is 2,500 feet; whose arc length is 331.50 feet to a point, said print being the point of beginning. All bearings being referenced to true North as determined from solar observation. Said parcel containing 10.41 acres, more or less and lying and being situated in Section 10, and 15, Township 2 South, Range 6 West, DeSoto County, Mississippi.

The foregoing description is attached to and made a part of that certain

mortgage executed by JAMES D. CLEMENTS et al., dated MAY 13, 1975 , as et al., dated MAY 13, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 38,500,00.

D. TO PROPERTY CARE FOR AND DULTYFATE SKIP DESPENTS IN A VANIERING MANNER AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGED, IN THE AGE THREE OR IMPROVEMENTS OF SALESY WASTE TO BE COMMITTED OR THREE OR MYSOLVENISTS TO BE CUT REMOVED, OR DAMAGED, IN THE EVENT THREE COVENANT OF BEACHERS CHARTER ADDRESS TO DAY ALL COURS AND EXPENSES. INCLUDING PRESCRIPT ACCURAGE BY REMOVED AND IN INVESTIGATING AUGUST AND IN PROPERTY AND PRESENTING THE RESIDENCE.

A. THAT THE TOCK OF TRUST TO A VALUE FIRST LISH EQUINET SALL THE LAND AND INTERCREMENTS OFFERED ARE RECURSTY FOR THE LOAN. IF THE VALUETY OF THE DESCRIPT OF THE DESCRIPT OF THE DESCRIPT OF THE PROPERTY OF THE DESCRIPT OF THE PROPERTY OF T

E. THAY ALL MEMBERSKATIONS AND STATEMENTS MADE IN THE APPLICATION THE THIR LOAN ATE TRUE AND CONSECT. THAT THE PROCESSOR OF THIS LOAN WILL BE DISCUSSIVE WITH ALL PROJECTIONS IN SAID APPLICATION. AND THAT THAT THE PROJECT WITH ALL PROJECTIONS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKIND THIS LOAN.

S. THAT ALL SEPAULTED PATHENTS AND ALL SUMS ADVANCED BY MODITIAGES, AS PROVIDED FOR HENSING SHALL, PHON THE GATE DUE, HEAR INTEREST AT THE MASE OF TEN 1885, FOR EAST.

2. THAT REMETICIARY MAY AT ANY TIME, WITHOUT WITHEL BELEASE ANY OF THE PROPERTY DESCRIPTION CARRIED ARREST EARLIST ANY FARTIES WHO ARE OR MAY DECOME LIABLE FOR THE PAYMENT OF THE DESCRIPTION OF THE PAYMENT OF THE PAYMENT OF THE RESPONSAL LIABLE TO THE GRANTON OF THE PARTY LIABLE OR WHO MAY RECORD LIABLE FOR THE WEARTON OF THE PARTY LIABLE OR WHO MAY RECORD LIABLE FOR THE WEARTON OF THE PARTY LIABLE OR WHO MAY RECORD LIABLE FOR THE WEDSTELMED SECURED BY THIS INSTRUMENT.

ID. THE INSTRUMENT AND THE NOTE SECURED HERREY ARE SUBJECT TO THE FARM CREDIT ACT OF 18TH AND ALL ACTS AMENCATORY THEREOF ON BUPPLEHENVARY THERETO, AND THE LAWS OF THE STATE OF HYSISSIPPI MIT INCOMBISTENT THEREWITH.

EXPRESSED, SHALL NOT BE DESIGN TO EXERCISE ANY OPTION OF WAKE ANY OCCUPION OF ELECTION INTER ANY TERM OF COVENANT, MERSHIP EXPRESSED, SHALL NOT BE DESIGN OF SLECTION AT ANY TIME.

12. THAT TACH COVERANT AND ADMEDIENT HEREIN CONTAINED BHALL HUBE TO THE BENOTT OF AND BIND THE ELECTERORS AND ARRIGHS OF BENEFICIARY AND GRANTON

17. THAT THE FOLLOWING ANY AUTHORISED TO SELECT AND SUBSTITUTE ANOTHER TRUSTS IN THE PLACE OF THE ABOVE HANDD TRUSTS DIS ANY THROUGH THE HAND THE DEATH VICE-PRESIDENT, THE ABOVE HAND THE DESTINATION OF THE PLACE OF THE ABOVE HAND THE DESTINATION OF THE PLACE OF THE ABOVE THE PROPERTY OF SAID SENEPICIARY, OR SECRETARY OF SAID SENEPICIARY, OR IS ANY FUTURE HOLDER OF THE INDICATEDNESS SECURED HEREBY, IT SHALL NOT SE INCREMENT TO CREATING THE CONSENT OR RESIDENTIAL OF THE ORIGINAL TRUSTSE, OR ANY SUCCESSOR SECOND APPOINTING AMOTHER TRUSTS IN HIS PLACE AND ANY SUCH APPOINTES. WHO MAY SE AN ASSAULT OR SEPTICIARY, SHALL HAVE FILL AND SOLE POWER AS TRUSTS MEREIN.

(4. SHANTON PURTNERS COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INDURANCE ON THE LIFE OF CHANTOR AND OR TO ASSIGN THE MEMPETER LEGITH CABIN VALUE AND GROUND SHAPPITS) OF ANY EXISTENCE HANDSHIVE ON THE LIFE OF CRANTOR, WHEN REQUIRED BY MEMPETERSY, ANY POLICY EVIDENCING BUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THESE UNDER TO BE PAYABLE TO SENERICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTER SHALL PAY BAID INDESTEDNESS AND NEEP AND PRIFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL RECORD HULL AND VOID.

IF GRANTOR FALLS TO PAY WHEN DUE ANY SUMS SECURED HEREIT OR SHOULD GRANTOR FOR ANY ONE OF THEM FAIL TO ARROE AT ON PERFORM ANY OF THE ADRESSMENT'S CONTAINED MEREIN DECOME UNSOLVENT; HE ADJUDICATED A BANKRUPT, OR MADE DEPENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCESSING, THEN, IN ANY SUCH EVENT, BENEFICIARY SHALL SELL SHIP PROPERTY (RITHER AS A WHOLE OR IN PARCELS AT HIS ELECTION. THE PROVISIONS OF SECTION BELLS! MISSISSIPPI CODE OF 1872 AND BECTION III. BISSISSIPPI CONSTITUTION OF 1892 WITH RESPECT TO OFFERING AND SELLING NEAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, SEING HEREBY EXPRESSLY WAIVED, TO SATISFY THE INSERTEDINESS HEREBY SECURED AFTER GRUING NOTICE OF THE THE, PLACE AND TENNS OF SALE BY PUBLICATION IN SOME NEWSFAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSFAPER IS THEN PUBLISHED IN SAID COUNTY IN A REWISPAPER HAVING GREAT CHICULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE AND BY POSTING ONE HOTICE AT THE COUNTY DOES NOT THE BAID COUNTY FOR SAID TIME. OF SALE, AND BY POSTING ONE HOTICE AT THE COURTHQUISE OF SAID COUNTY FOR SAID TIME

IN CASE THE MEAL EXTATE MEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES. A FORECLOSUME SALE OF ALL OF SAID HEAL ESTATE MAY BE MADE IN ANY DISC OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED. AFTER SIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH SOUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FOREGLOSURE THE PROCEEDS SHALL BE APPLIED (I) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING HAILED ON OTHERWISE DIRECTED TO THE TRUSTEE TO FOREGLOSE). (2) TOWARD LIQUIDATION OF THE INSERTEDNESS SECURED HEREBY, AND (2) ANY BALANCE SHALL HE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIE	13TH	DAY OF MAY	111111111111111	75
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		Skery m	000000	+.
		The state of the s	·····	
STATE OF MISSISSIPPI				
COUNTY OF DeSOTO				
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BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND THE WITHIN NAMED	FOR SAID C	OUNTY IN SAID STATE, TO	HE DAY PERSONAL	Y APPEARED
TAMPS D OT EMPUTS AND	proe e			
JAMES D. CLEMENTS AND	WILE, DI	GERCIL M. GLEPHENTS		
WHO ACKNOWLEDGED THAT THEY SIGNED AND				
THEREIN MENTIONED.	D DELIVERED	THE FOREGOING INSTRU	MENT ON THE DA	Y AND YEAR
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	215	7/10	Leit.	72-
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(9E)(1)		Hattily S.	Goodevin	
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The second secon		101 PACIAL E	APACITY)	
STATE OF				
COUNTY OF				
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WHO ACKNOWLEDGED THAT SIGNED AND THEREIN MENTIONED.	DELIVERED	THE FOREGOING INSTRU	MENT ON THE DAY	AND YEAR
CONTRACTORED.				
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(SEAL)				
(SEAL)				
MY COMMISSION EXPIRES		HOFFICIAL CA	PACITY	
I certify that the within				
I certify that the within instrume corded in Book 18 page 51 recorded County	OF MAN		CONTRACTOR	
ecorded in Book 2 Page of 63	200	111ed for recor	dae c	'clock
S minutes P. M. 2) day of 60 recorded in Book 18 Page S recorded Page S recorded to Book 18 Page S	ords Oof	REAL ESTATE TR	the same he	8 been
Witness my hand and seal this the	aa da	v n6 m	DEEDS	
	1.0	1 0000		1975.
SEAL A	14	Ties !	,	
	- WI	Jaguso	, CLEA	K
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1000s 5.30 pd.	BAR LA			

5 4THIS BY AUTHORITY RECORDED IN BOW.

188 PAGE 580

DAY OF Aug. 25

H. N. Zerman

CHANCER® CLEDK
DEED OF TRUST
THIS INDENTURE, made this 20th day of May , 1975 between THOMAS J. CLIMER and Wife, LINDA J. CLIMER
of the first part, and BILLIE BRYAN of the second part.
WITNESSETH, That whereas said parties of the first part, being in- debted to the said party of the second part in the sum of (\$6,000.00) SIX THOUSAND AND NO/100 DOLLARS, evidenced by a Demand Note of even date herewith executed by parties of first part bearing interest at the rate of 10 per cent per annum from date after maturity,
and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Lee V. Hamberlin , Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:
Lot 2606, Section "M", Southaven West Subdivision, as shown on plat of record in Plat Book 4, Pages 52 and 53, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.
Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take posession of said property and sell the same as herein directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as herein set-out, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, hisassigns or legal representatives, can at any time appoint a Trustee to act in his stead. WITNESS oursignature s the date written above.
Thomas A. Climer Finda J. Climer
Personally appeared before me, Notary Public of said County, the within named THOMAS A. CLIMER and LINDA J. CLIMER of said County, the who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under hand and official seal the said County, the wind seal that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under hand and official seal the said County, the wind seal that the said county is the said County, the wind seal that the said county is the said county in the said county in the said county is the said county is the said county in the said county is the said county in the said
y Commission Expires: 7/1/75
ATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock S minutes A. M. 21 day of 1975, and that the same has been corded in Book 1816 Page 54 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 22 day of 1975.
SEAL H. G. GLERK

DEED OF TRUST

STATE OF MISSISSIPPE

COUNTY OF Desoto

COUNTY OF DEPOCE			
WHEREAS, Pasty Woods		ALL SURFIELD FOR	
			he first part.
are justly indebted unto Morney Mart, Inc. of 014	LDFE	parry or the second part.	
Olie-Thousand ad Seven Hundred and Fift	-Iwo and 72/100 a		OLLARS
(\$ 1,752.35) as evidenced by a promissory note.	dated fith day of Ma	Ű	19 75
and due and payable in 25 installments of \$20 and like payments on the same day of each successirous to secure by this Deed of Trust, the promp dates of the installments due tagether with any eather indebtednesses naw or hereafter becoming a the payment of the indebtedness herein described part thereof;			
NOW THEREFORE,, hereby sell, convey, and warrant unto it is the sell.	of Dlive Branch, M	Han ayare os Trus	itee, the
following described real property situated in to-wit:	DeSoto	County, State of Mis	ssissippi,
Lot 1, in Murray Hill Subdivision on Second the plat thereof record in Flat Book of saldCounty prepared by R. L. Copper, February, 1960.	To the TA I be with		

TO HAVE AND TO HOLD, the aforedescribed real estate, regetter with all the hereditaments and appurtenances thereunto belonging or in any wise appartaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby coverants with the said parties of the successors and assigns, that they are lewfully second part is successors and assigns, that they are lewfully second in fee of the aforesaid described real estate; that they have a good right to sail and covers the same that the

and that the title and quiet possession thereto they will and their hairs and personal representatives shall warrant and forever defend example.

IN TRUST, however, that if at any time the indebtedness kerein secured, or interest thereos or any tenevals or extensions thereof, or of any period to the payment of the indebtedness herein secured, should be past due and unpeid the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness of that time owing due and payable; and the Trustee herein named or any substituted frustee shall, at the request of the beneficiary herein, shall legal representatives, successors (heirs) or assigns, sell the property herein consevered at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSirta County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks nutice of the time place and terms of said sale by advertisement in some

If granter fails to provide the insurance and pay all fases, essessments or other governmental charges, as herein provided, the beneficiary, or any charges, and all expenditures for such purposes shall become or indebtedness of the granter, due upon demand, and the payment of the same shall be secured by this instrument.

The following are authorized to reflect and substitute another trustee in the place of the charge of the	
The following are surhorized to reflect and subclibite another trustee in the place of the above named souther, or any successor, at any time any of them me place, and any part hereof, (2) if there he more than one beneficiary, then any one of them, or (3) any future holder of the indebtodness secured place, and any such appointee, who may be an egent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.	y to de- heraby,
WITHIRE I	e or Als
WITNESS signature(s), this the 8 day of may 19 25	
_/ 0	
And Sullin - Patry woods	
V. Turning wood	5.
STATE OF MISSISSIPPI	
County Of So to	
Personally appeared before me the undersigned authority in and for the above named county of	and a
store, the within named, PHTSY WOOJS	
acknowledged before me that States signed and delivered the above and foregoing instrument of writing	ms -
on the day and date therein mentioned as Arz own act and deed.	ng
Given unto my hand and afficial seal, this the 8 day of 177 day 1975	
MY COMMISSION EXPIRES:	
STATE OF MICHIGAN	
County Of	S. A.
Personally appeared before me the undersigned authority in and for the above named county an state, the within named	d
one of the subscribing witnesse	:5
to the foregoing Deed of Trust, who being first duly sworn, deposeth and soith that he saw the within name	
seal and deliver the same to the said	
subscribed his name as a witness shared at	
on the day and year herein named.	
Swarn to and subscribed before me this theday of, 19	
MY COMMISSION EXPIRES:	
NOTARY PUBLIC	
	a.
STATE OF MISSISSIPPI, DESCTO COUNTY	0
1 CILIIV FRAT THE VILLI.	i
30 minutes 1. M. 16 day of Man 1975, and that the same has be of said County. Recorded in Book 186 Page 55 records of HEAL ESTATE TRUST DEEDS	en
Witness my hand and seal risk the 22	
Tolling O'A	
CV ST A IT THE	
CLERK	

No. 299 Hos Tolk No. 299 Hos July 1983

H. M. Juguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of MAY .19 75, among the Grantor, ERNEST RANDOLPH SHETTLES and wife, SUE BENDER SHETTLES, (a/k/a Nola Sue Bender Shettles). (herein "Borrower"), Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto State of Mississippi:

Three (3) acres in the Northwest quarter of Section 16, Township 4 South, Range 8 West, more particularly described as commencing at the Northwest corner of Section 16, Township 4, Range 8 West, run thence South 80 feet to a point in the center of Wheeler Road; thence in an Easterly direction along the center of Wheeler Road 315 feet to the point of beginning, said point being the Northwest corner of the Melvin M. Shettles tract; thence South 747.6 feet along West line of said tract to a point; thence East 216 feet to a point; thence North 152.6 feet to a point; thence West 113 feet to a point; thence North 128 feet to a point; thence East 78 feet to a point; thence North 467 feet to a point in the center of Wheeler Road; thence West 181 feet along the center of Wheeler Road to the point of beginning, containing 3 acres, more or less.

LESS AND EXCEPT: That portion that lies within the right of way of Wheeler Road.

CANCELLED BY MUTHORITY, RECORDED IN BOOK

(610 PAGE 321

THIS 30 INV OF OCTOBER 1892

W. G. Darris

Luy: TWOODS 16. C.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Tourries with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

cipal of and interest on any Yuture Advances secured by this Deed of Trust.

2. Funds for Texes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonable estimates thereof. The Funds shall be held in an institution the deposits or assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or associates of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insur

any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground reats, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is suthorized to collect and analysis the insurance carrier offers to settle a claim for insurance benefits. offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit. Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

- 7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or deceient, then Lender at Lender's option, upon the original processor of the processo

- original Borrower and Borrower's successors in interest
- 11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of
- 12. Remedies Comulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall hind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrowar, subject to the provisions of paragraphs 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.
- 15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property Is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

 If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Universe Covenants. Borrower and Lender further covenant and agree as follows:

5. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement prover in this Deed of Trust, including the covenants to pay when due any same secured by this Deed of Trust, Lender prior

for ther demand, and may invoke the power of sale and any other remedian provided in this yarsgraph is, including, but not limited to, reasonable actions of force.

If I lander invokes the power of sale, Lender shall send to Bortower, in the manner provided in paragraph 18 including, but not limited to, reasonable actions of the Property Truntee shall send to Bortower, in the manner provided in paragraph 14 hereof, notice of Lender election to sell the Property Truntee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without biguined on Borrower, shall sell the Property at public active in the lander is one or more parcels and in such noder as Trustee any determine, Lender of Active as Trustee designates in the notice lander is one or more parcels and it such noder as Trustee any determine. Lender of Active as Trustee the spiral active of the lander is one or more parcels and deliver to the purches Trustee's deal of the Active of the Property as Trustee and the property of any sale.

Trustee shall sliply the proceeds of the sale in the following order: (a) to all costs and expanses of the sale including, but not limited to, reasonable Trustee's and atternor's fees and costs of title evidence; (b) to all sons secured by this Deed of Trust, Bortower shall have the right to have any processings begun by Lender to enforce the Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in the Toel of Trust of a sale interest in the Active and notes securing Future Advances, if any had no acceleration occurred; (b) Borrower care all breamts of any other covenants and agreements of Receiver Lander's feet, and of Borrower of the Property pursuant to the power of sale contained in this Deed of Trust, the Note and notes securing Future Advances, if any had no acceleration occurred; (b) Borrower and prover takes such any processing and the such as a provided in paragraph 18 hereof of Trust, the Deed of T

ERNEST RANDOLPH SHETTLES -Borrows SUE BENDER SHETTLES

Route 2, Box 75-C; Wheeler Road

Hernando, Mississippi 38632

70 6

Personally appeared before me, the undersigned authority in and for said County and State, the within named ERNEST RANDOLPH SHETTLES and wife, SUE BENDER SHETTLES, who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the Annotary of MAY AD, 19 75

My Commission expires:

August Laurett

STATE OF MISSISSIPPI, DeSOTO COUNTY

Filed for record of 10 o'clock and Just may 19 2 and that the

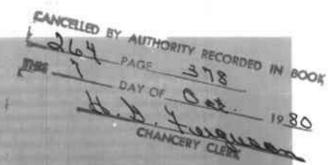
STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 22 day of may 1975, and that the same has been recorded in Book 186 Page 57 records of REAL ESTATE TRUST DEEDS

Witness we had seal the 23 May

Fees 55-00

Mississippi Buthers Association Posts No. 1 (Parland Dec. 1953) L. & N.D.



DEED OF TRUST

THIS INDENTURE, this day made and entered into between JAMES E. WRIGHT AND WIFE

PEARLINE G. WRIGHT

of the first part, hereinafter designated as the Grantor.

JAMES E. WOODS.

Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST

of the third part, hereinafter designated as the Beneficiary.

DUE AND PAYABLE IN THIRTY SIX (36) EQUAL MONTHLY INSTALLMENTS OF \$86.64 PER MONTH, THE FIRST INSTALLMENT BEING DUE THE 10th DAY OF JUNE 1975 AND THE 10th DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DE SOTO COUNTY

State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point 2,236.66 feet west of the East Line of Section 5, Township 2, Range 6 West, at a point 293 feet south of the center line of Sandridge Road (shich point is the west line of the 12.2 acre tract partited to Willie Lee Gillespie, Sr. by deed recorded in Book 66, page 409); thence south with the Grantors west line 430 feet to a point; thence east 100 feet to a point; thence north 430 feet to a point; thence 100 feet to the point of beginning, containing 1 acre, more or less, together with the right of ingress and egress from Sandridge Road.

13

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereniter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be facurred by the beneficiary horein, or any owner or holder of the nois or notes secured hereby, in the payment of prompts of insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby, in the payment of the wonders and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be nell and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of the item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant becein contained, then and in that event the entire principal sum secured hereby with all interest and charges accreted therein, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the notes or notes secured hereby, sell said property and land, or a sufficiency thereof to salisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of saic as required by Section 888 of the Mississippi Code of 1542 and ameadments if any thereto, and the trustee shall make deed to the purchaser o

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sele judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or bereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endursement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in each reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indehtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as berein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pitch. The failure on the part of the granter to keep and perform each, any, and all of the covenants and atipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustice herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes harein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold, and any and all sums paid in procuring eald insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or aubstitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of fereclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30 th day of APRIL 19 75

Sporten D. Wright

STATE OF MISSISSIPPI. COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James E. Wright and wife Pearlie G. Wright

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th.

My Commission Expires: May 18, 1976

STATE OF MISSISSIPPI, DESCTO COUNTY

Toerelly that the within instrument was filed for record at 10 o'clock the same has been that the same has been

Wirness my hand and ment ride the 23

H. H. Feranger



DEED OF TRUST

THIS INDENTURE, this day made and entered into between THOMAS E. WILLIAMS

of the first part, hereinafter designated as the Grantor, JAMES E. Woods

Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of DOLLARS (\$ 10,000.00 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 1/2 per centum per , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Part of the Southeast Quarter of Section 20, Township 1, Range 5 West, Described as Beginning at a point in the center line of Cedar Hill Road, said point being the Southeast Corner of Section 20, Township 1, Range 5 West; thence North along the line dividing Sections 20 and 21, Township 1, Range 5, a distance of 2,640 feet to a point; thence due West a distance of 923.45 feet to a point; thence South a distance of 429 feet to a Stake; thence East a distance of 78.18 feet to a Stake; thence South a distance of 2,013 feet to a Point in the South line of Section 20; thence East along the South Line of Said Section 20, a distance of 845.27 feet to the point of Beginning, containing 52 acres, more or less, and being the same langs conveyed by Paul P. Piper, et al to Thomas H. Coophood, et ux by deed dated January 10, 1949, which appears of Record in Book 36, page 92, of the Land deed records of DeSoto County, Mississippi.

65.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or he used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached thereform.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary borein, or any owner or holder of the note or notes ascured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest the thereon at the rus herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any lastallment of laterest as provided herein, or in the payment when due and demandable of any other term of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the baseficiary, or at the request of any owner or holder of the notes or notes secured hereby, sell said property and land, or a sufficiency thereof to astisty the indebtedness aforesaid then unpaid. Such sale shall be made by any pay and land, or a sufficiency thereof to astisty the indebtedness aforesaid then unpaid. Such sale shall be made by any six property and land, or a sufficiency thereof to as any o

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be hinding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same he evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improve-Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or reatoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mull to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of truet, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indehtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indehtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indehtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustes or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assensments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once decises the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums saie, together with interest thereon at the rate herein stipulated from the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance promium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good busbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

and the plural the singular; holder of the note or not	es shall be descued to refer to and include the owner of the debt, and mean the then holder of the note or notes secured hereby.
IN TESTIMONY WHEREOF, witness the signat	ere of the granter this the 94H day of MAY 1975
	Thomas William
STATE OF MISSISSIPPI. COUNTY OF DESCREE	
	ersigned authority, in and for the State and County aforesaid.
the within named THOMAS E. WILLIAMS	who severally acknowledged that
signed and delivered the above and foregoing deed of	
Given under my hand and official heal, this th	e 9TH day of MAY 19 75
My Commission Expires:	
	Notary Public
STATE OF MISSISSIPPI, DESOTO COUNT	
ho sinutes A. 1. 22 day of	ment was filed for record at 10 pielo
recorded in Book 186 Page 64	May 1077, and that the same has be
The second secon	
Witness my hand and seal chis th	23 May 2015
Fees \$ 5.00 pd.	144
SEAL_A	J. J. Mayerson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK ___197 PAGE 475 THIS 22 DAY OF Thuch 1976 N. -Y. Zarouse,

SPECIAL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSate WHEREAS. J.D. Reines and wife, Vessie L. Raines are justly indebted unto Money Mart. Inc. of Clive Branch party of the second part, in the sum of One Thousand One Hundred Fifty Seven and 86/100'S DOLLARS and due and payable in 25 installments of \$24@46.00 each beginning arch 24 , 1975 and like payments on the same day of each successive month thereafter until poid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantar(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof; NOW THEREFORE, _I_. hereby sell, convey, and warrant unto Jim Amosof Clive Branch, Mississipples Trustee, the following described real property situated in <u>DeSata</u> County, State of Mississippi, to-wit: Lot A, A.E. Allison Subdivision, containing three acres more or less, located in part of the Southwest Quarter of Section 20, Township 2 South, Range 6, DeSoto County, Mississippi. Recorded in Plat Book 7 Pages 40-41 in the Chancery Clerk Office, DeSoto County, Mississippi.

this they will and their hairs and personal representatives shall warrant and forever defend expains

prior to the payment of the indebtedness have a secured, should be past due and unpaid, the Seneticiary herein, their legal representatives, successors (helps) for essigns, may declare all indebtedness at that time points due and payable; and the Trustee hard named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or essigns, sall the property herein consequed at

County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a resocrable Trustee's fee therefore, and next, the attitude amount of the industredness at that time owing to the beneficiary herein by the grant-or(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If granter falls to provide the insurance and pay all taxes, espesiments or other governmental charges, as herein provided, the baseficiary, or any future holder of the indebtodress secured hereby, may secure and pay such insurance, and pay such taxes, essessments, and other governmental charges, and all expenditures for such purposes shall become as indebtodress of the granter, due upon demand, and the payment of the same shall be secured by this instrument.

the following are sufficient to silect and substitute another trustee in the place of the above named flustee, or any successor, at any time any of them may so desire, namely; (1) the beneficiery herein, (2) if there be more than one beneficiery, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the compant of resignation of the uniquest over any successor, before appointing another trustee in his place, and any such appointing, who may be an agent, employed, or offices of the beneficiery, shall have full and sole power as trustee herein.

7 Down Dell	ll	- Verile of	Roinel
C			
STATE OF AUGUSTICS		A & Ra	ink
STATE OF MISSISSIPPI			
etate the state	efore me the undersigne	ed authority in and for the c	bove named county and
arkenyledeed by	7. 0 7 0255.	e Pain-	, Who
on the day and data the	signed and del	ivered the above and faregoi	ng instrument of writing
on the day and date therein			
MY COMMISSION EX	and official seal, this the	- 14 day of try	
Na Along Chillians	TIKES: 7/23/77		00
STATE OF MISSISSIPPI		NOTARY P	JBLIC
County Of			
Personally appeared be	fore me the undersioned	d authority in and for the ab	
state, the within named			e subscribing witnesses
to the foregoing Deed of Tru	st, who being first duly sv	rorn, depaseth and saith that i	e saustribing witnesses
		, whose name(s) (is) (are) s	
seal and deliver the same to t	he said		that he, this departent,
subscribed his name as a with on the day and year herein n	mee Hansan I II	ce of the said	
Sworn to and subscribes	before me this the		
MY COMMISSION EXPIRES	before me this the	day of	
		NOTARY PUB	LIC
1 1 1 1 1	1 31	* 0) W 4 * 1	
	E C	7 7 7 1	F. C. C.
TATE OF MISSISSIPPI,	DESCRIPTION OF THE PROPERTY OF	Tight of the state	1
no minutes A & C	dehin Inserument	Van Pro	
I certify that the and minutes A. M. 2 ocorded in Book 186 P	ma ma	1975, end that	d at 10 o'clock
my band and	neal this at	LOLBIE TR	UST DEEDS been
08 \$3.00 pd.	1	day of ma	1070
	SEAR H	44	1 173.
	- Brown II	111 1 1 1 1 1 1	

AUTHORITY TO CANCEL

TO: CHANCERY CLERK	
De SOTO	COUNTY
Hernando	, MISSISSIPPI
You are hereby authorized	and requested to enter satisfaction
and cancel of record that certa	in Deed of Trust executed by
	N
toGeorge S Sanders, Jr Trustee for	COLONIAL SAVINGS AND LOAN
	, date
19 72 , and duly recorded in E	look 147 at Page(s) 21
witness the signature of of August , A.D., 19	the corporation, this the <u>21st</u> day 74
ENG P.	
(SEAL)	BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
	BY: W.S.W some
	W. S. Weems, Senior Vice President
Man Koen	
Mary Keen Assistant Vice President	
STATE OF MISSISSIPPI COUNTY OF HINDS	
	ared before me, the undersigned Notary
Public in and for said County a	and State, W S Weems
and Mary Keen	known to me to be the Senior Vice
	t Vice President , respectively, of
a Mississippi corporation, who behalf of said corporation and delivered the above and foregoing year therein set out, and for ted, they being first duly authorized.	acknowledged to me that for and on acknowledged to me that for and on as its act and deed, they signed and ang Authority to Cancel on the day and the intent and purposes therein expressorized so to do by said corporation.
GIVEN under my hand and day of August , A.I	official seal of office, this the21st)., 19 74
804	Carrie D. Solla
My Commission expires:	
3810.7	
A. 22 69	ment was filed for record at 10 o'clock May 1975, and that the same has been ECOT'S OF REAL ESTATE TRUST DEEDS
said County. Utness by band and seal this th	
	1100
14 250 PG-	J. J. Terguson, CLERK

De SOTO	COUNTY
Hernando	, MISSISSIPPI
and cancer or record	authorized and requested to enter satisfaction that certain Deed of Trust executed by
to George S Sanders, Jr. T	rustee for Colonial Savings and Loan
	eneficiary, date
of your records.	orded in Book 162 at Page(s) 264
WITNESS the sign	nature of the corporation, this the 21st day
of August , ,	A.D., 19_74
(SEAL)	BANKERS TRUST SAVINGS AND LOAN ASSOCTAT
## 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	BY: 60.5-60,00ms
ATTEST:	W. S. Weems, Senior Vice President
m 900 9	
Mary Keen, Assistant Vice	President
STATE OF MISSISSIPPI COUNTY OF HINDS	
Personally came	and appeared before me, the undersigned Notar
Public in and for said	County and State, we want
and Mary Keen	, known to me to be the Senior Vice
the within warming and	Assistant Vice President , respectively, of
behalf of said corporat delivered the above an year therein set out.	KERS TRUST SAVINGS AND LOAN ASSOCIATION ion, who acknowledged to me that for and on tion and as its act and deed, they signed and d foregoing Authority to Cancel on the day an and for the intent and purposes therein expre- uly authorized so to do by said corporation.
GIVEN under my haday of August	and and official seal of office, this the
	_ Carrie D. Bella_
My commission expires:	NOTE BY WITHING
My Domeniasion Expires Aug. 13, 1978	
AT MARKET AND THE PARTY OF THE	
ertify that the within	instrument wee filed for recent at the state
minutes A. M. 22 day ded in Book 181 Page 7	of man 1975, and that the same has be records of REAL ESTATE TRUST DEEDS

PARTIAL RELEASE

For value received, Frederick W. Smith releases from the deed of trust dated August 28, 1972, recorded in Book 147, Page 200, the land in DeSoto County, Mississippi described as follows, to-wit:

3.52 acres described as a church site in Section 25,
Township 1 South, Range 9 West, more fully described as
BEGINNING at a point 60 feet north of the center line
of Goodman Road at the beginning of a curve with a
radius of 40 feet, connecting the north line of Goodman
Road with the east line of a proposed extension of Black
Oak Drive; thence northwardly along the arc of said curve
62.83 feet to a point at the end of said curve in the
east line of said Black Oak Drive; thence northwardly
along the east line of Black Oak Drive 327.49 feet to a
point; thence northeastwardly 214.64 feet to a point in
the center line of a 30 foot wide easement of the ArkansasLouisiana Gas Pipeline Company; thence southeastwardly
along the center line of said easement 583.30 feet to a
point in the north line of Goodman Road; thence west along
said north line of Goodman Road 474.53 feet to the point
of beginning.

In all other respects, said deed of trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the deed of trust.

WITNESS my signature this 16th day of May, 1975.

Prederick W. Smith

13

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Frederick W. Smith who acknowledged that he signed and delivered the above and foregoing Partial Release, on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Notary Public

GIVEN under my hand and official scal of office this the 16th

My Commission expires:

MY COMMINGOL EXPIRES SEPT. 10, 1977

the within instrument were filed

A. M. 22 day of Mo. 1975.

Of said County.

Witness my hand and seal this the 23 day of May 1975.

Fees \$3.00 no.

1

CANCELLED BY AUTHORITY, RECORBED IN BOOK

568 PAGE 745

THIS 1746 DAY OF Open 18 92

W. E. Daris
Chericery Clerk by P. Narkey, Oc.

D-35198-SR

THIS DEED OF TRUST is a

Assignment of this Instrument Rescorded in Pol Estate 10 Book
No. 198 Page 383
This the 30 day of fully 1976
W. of Regues Clerk

DEED OF TRUST	ADMI FROMHT-ARREAD MENTHIS, TEMM. 3611M
ade this 9th day of MAY	, 19.75 , among the
T AND WIFE, HELEN G. SCOTT DELTA TITLE COMPANY	(herein "Borrower"), (herein "Trustee"),

and the Beneficiary, NATIONAL NORTGAGE COMPANY , a corporation organised and existing under the laws of STATE OF TENNESSEE , whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Bounowers, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SHELBY , State of Mississippi:

LOT 1734, SECTION D, BELLE MEADE SUBDIVISION, DESCRO VILLAGE, as shown on plat of record in plat book 10, page 9, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the north line of Bryn Mawr Drive 95 feet eastwardly from the point of intersection of said north line and the east line of Belle Meade Road, said point of beginning being also the southwest corner of lot 1733; thence northwardly 160 feet with the west line of lot 1733 to a point in the south line of Goodman Road; thence westwardly 75 feet with the south line of Goodman Road to a point of curvature to the left with an internal radius of 20 feet; thence 31.42 feet following said curvature to the left to a point of tangency with the east line of Belle Meade Road; thence southwardly 120 feet with the east line of Belle Meade Road; thence southwardly 120 feet with the east line of Belle Meade Road to a point of curvature to the left with an internal radius of 20 feet; thence 31.42 feet following said curvature to the left to a point of tangency with the north line of Bryn Mawr Drive; thence eastwardly 75 feet with the north line of Bryn Mawr Drive; thence eastwardly 75 feet with the north line of Bryn Mawr Drive to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 13, 1975.

The holders of the ludebladness described nomin shall have the collect at any time to require Grantiers to pay to the Halders of the indubtadness in addition to and concerned to the monthly lestablement of principal and intensit and married the contract, a sum equal to one-twelfth of the annual filled immerses present in the event the Midder of the indubtedness requires the distances and these remaining another the Marie Resolution from the factors of the part of the Halder of the industrial and the part of the Midder of the landstracted acre for internst thereon and to be used to sayment of said insurance which due ent payable, if the amount to held shall tary time be insufficient to pay taid materials granting acres on when due and payable, the Granters shall promptly deposit the easier exclude of and payable, the

Togerher with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the lessehold estate in the event this Deed of Trust is on a lessehold) are herein referred to as the "Property";

to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even data—
herewith (herein "Note"), in the principal sum of HIRTY THREE THOUSAND SIX HUNDRED FIFTY "Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MRY 1, 2005

; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully select of the estate hereby conveyed and has the right to grant

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Uniform Covenants. Botrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Toxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Botrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground routs. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds and the purpose for which each debit to the Funds was made. The Funds shall be paid to Borrower, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount

any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payments received by Lender under the Note and paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground runts, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hozord Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

5. Horord Insurance. Borrower shall keep the improvements now existing or bereafter erected on the hazards as Lender may require and in such amounts and for such periods as Lender may require and in such amounts and for such periods as Lender may require; provided, that sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall to

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, All insurance policies and

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender. acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made measurable entries upon and inspections of the

any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Property, provided that Lender's interest in the Property.

S. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Relegged. Extension of the time for payment or modification of amortization of the

change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Berrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

Borrower's Copy. Burrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whose Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

No

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration Esmedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any arrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed y for those rems actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make store at the property notes staring that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust and the surroundaried to Trustee is requested to cancel this Deed of Trust, all notes syndencing indebtedness secured by this Deed of Trustee appointed between the property, the successor trustee shall successor the time to time remove Trustee and appoint a successor Trustee to the Property, the successor trustee shall successful to all the title, power and duties conferred upon the Trustee herein and by the shall are IN WITNESS WHESEOF, Borrower has executed this Deed of Trust HELEN G. SCOTT 6812 BELLE MEADE ROAD HORN LAKE, MISSISSIPPI 38637 STATE OF MELLEY, TENNESSEE, SHELBY Property Address My Commission expires: Notage Public My Commission Expires North 5, 1929 STATE OF MISSISSIPPI, ENSOTO COUNTY I certify that the within instrument was STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 22 day of May 1975, and that the same has been recorded in Book 186 Page 73 records of BEAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 23 day of 1975. Peas \$ 5.00 pd.

22923

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI does hereby release from the lien of the Deed of Trust given by Albertine - McCrory

Builders, Inc. for the benefit of FIRST NATIONAL BANK,
HERNANDO, MISSISSIPPI, which Deed of Trust is recorded in Deed of Trust Book
184 , Page 221 of the Trust Deed Records of DeSoto County, Mississippi, the
following land lying and being situated in DeSoto County, Mississippi, described
as follows, to-wit.

Lot 558, Section "C", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8 Pages 49 and 50; all recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 184
Page 221 shall remain in full force and effect

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said

WITNESS the signature of the Grantor this, the 15th day of May , 1975.

First National Bank Hernaglo, Mississippi

By:

President

for said County and State, ___ JACK W. USSERY the, PRESIDENT

Bank, who acknowledged that he signed and delivered the foregoing Partial

GIVEN under my hand and Official Seal this, the 15th day of May

Bitt It mustock

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 2 o'clock no linutes P. 22 day of May 1975, and that the same has been recorded in Book 186 Page 27 record of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal the 23 day of 3,00

Claration ಗ್ರಹಗಗಳು ಗಳುಗುತ್ತು ಈ 800% 431 27 15 th March 19 88 W. C. Davis Ly S. Jaylo, D.C. TEL OR BOTH Charles C. McCall et ux. THIS INDENTURE Made the 22nd day of May 10 75.
Charles C.McCell and his wife, Betty J. McCell, Parties To DEED OF TRUST Gedie Bridgforth Gedie Bridgforth, Party of the wood part, The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

10.3 seres, in the shape of a square, situated in the Southeast Quarter of Section Five (5),
Township Two (2), Range Seven (7) West, and more particularly described as follows, to-wit: Commencing at the Southwest corner of the Southeast Quarter of said Section Five (5); thence South 89 degrees 31 minutes 45 seconds East 1331.88 feet along the South line of said Section to a point; thence North Ol degrees 20 minutes 53 seconds East 40 feet to an iron pin, FOR THE POINT OF BEDINNING OF THE LANDS HEREHI CONVEYED; thence South 89 degrees 31 minutes 45 seconds East 669.83 feet along the North right of way of Church Road to an iron pin; thence North Ol degree 20 minutes 53 seconds East 669.83 feet to an iron pin; thence North 89 degrees 31 minutes 45 seconds West 669.83 feet to an iron pin; thence South Ol degrees 20 minutes 53 seconds West 669.83 feet to the point of beginning, and as said lends are shown by Survey Plat and description of Ronald R. Williams, P. E., dated May 15, 1975. Said lands are the same lands conveyed to First Parties by Second Party by warranty deed of this date, and this is a purchase money deed of trust securing the payment of the deferred part of the purchase price formaid lands, and this is a first and paramount lien against said The aforementioned note provides, and First Parties hereby understand and agree, that the failure to pay any one of the aforementioned installments of principal and interest when due, shall operate at the option of the owner or holder of said note, to mature the entire indebtedness and the same may be declared at once due and payable. Should the Trustee at any time believe said property, or any part thereof, endangered as a security for and dabe. he may then forthwith take possession of said property and sell the same as herein below directed. Should the part 10.6. of the first part principly pay the above started indebtedness all Line the number horiestable force provided. The thin instrument to be visit; but in default thereof the said Trustee shall take permeasion of said property, and after giving notion of the time, place and terms of said, by advertisement according in low in DeSath County, shall sell the same at public startion, to the highest builder for each, at such time and place as he shall designate in said absentisement. The proceeds of said sole shall be appeared in the payment of said indebtedness and all costs incurred herein, and if there he a surplus such surplus shall be refuseded to the part 10.8 of the first part. In case of failure as inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part.

This could be presented to the part of said trustee to execute the trust herein confided, the part Y of the second part.

Diff of the first part. In case of failure as inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part.

Diff of the first part of the date written above.

Our payment of the date written above.

Our payment of the date written above. STATE OF MISSISSUPE DeSOTO COUNTY.

Personally appeared before me. the undersigned Chancery Court Clerk of mod County, the walkin as

Cherles C. McCall and his wife, Betty J. McCall, amendated that they each street and delivered the foregoing Deed of Trust on the Given under my band and official seal, this 22 No. day of My Commission Expires January 5, 1976. STATE OF MISSISSIPPI, DeSOTO COUNTY

250

of said County

STATE OF MISSISSIPPI, DESOTO COUNTY

lands.

Witness my hand and seal alle the 23 day of



ASSIGNMENT OF	F DEED OF TRUST - TOU KNOW! AND ANY
For valuable consideration, the	e receipt of which is acknowledged,
the undersigned does hereby sell,	transfer and assign unto THE PHILADELPHI
SAVING FUND SOCIETY	, that certain Deed of Trust exe-
cuted by James R. Webb and wife, Barbar	a E. Webb , to Delta Title
Company , Trustee, for t	he benefit of National Mortgage
Company, a Tennessee Corporation,	The state of the s
s∈curing a note in the sum of \$ 28	,000.00 , recorded in Book 177,
Page 247 , of the office of the	
	the indebtedness secured thereby.
	warrants that it is the legal owner
	s and is capable of conveying title
to same.	
amount of s 28,000.00 , plus insannum, the first monthly installment August , 19 74	day of
IN WITNESS THEREOF the undersign through its Senior Vice President a caused its corporate seal to be the day of May . 19 75	
MATEO	ATIONAL MORTGAGE COMPANY
	mate Lyder
ATTEST:	Marlin Graber President
mine Man	
Edwin G. Moskovitz Assistant Secretary	
STATE OF TENNESSEE	
COUNTY OF SHELBY	
	ary Public in and for the aforesided
they, as Senior Vice President and a of and for and on schalf and by auticompany, a corporation organized and State of Tennessee, signed the above the corporate seal of said corporation instrument on the day and year there	who acknowledged that secretary respectively, hority of National Mortgage deviating under the laws of the foregoing instrument and affixed
GIVEN UNDER MY HAND and send of offi	
Un Company of the Com	
My Commission Expires Sept 19, 1977	Judith Combe
2/71/226 NO	Judith Combe
2/71/226 No	TARY PUBLIC
2/71/226 Please mall recorded instrument be SIDNEY KATZ, Attorney NATIONAL MORRAGE COMME	
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2/71/226 Please mail recorded instrument be SIDNEY KATZ, Attorney NATIONAL MORTGAGE COMPANY 40-11 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118	TARY PUBLIC COLVED ON THE PORT OF THE PORT
2/71/226 Please mail recorded instrument be SIDNEY KATZ, Attorney NATIONAL MORTGAGE COMPANY 4041 KNIGHT ARMOUR PROPERTY	TARY PUBLIC COLVED ON THE PORT OF THE PORT

recor d County, sees my hand and seal this the 23 day of may 107

250 pd.

SEAL H. H. Gerguson, CLERK of wa TRUST DEEDS Yees \$250_pd. 1075

STAT

	MEMPHIS, TENNESSEE 38118			4041 KNIGHT ARROLD NOAD
		MISSISSIPPI		MEMPHUS, TENN. 38118
		NMENT OF DEED OF		
	For valuable considerat			
	the undersigned does hereb	y sell, transfer	and assign unto	THE PHILADELPHIA
	SAVING FUND SOCIETY		rtain Deed of '	Trust exe-
	cuted by Jessie L. Rainey & wi	fe, Elizabeth Ann/,	to DELTA TITL	E 10
	COMPANY , Truste	e, for the benefi	t of National !	fortgage
	Company, a Tennessee Corpo	The second secon	September 20th	, 19 <u>73</u> ,
	securing a note in the sum and re-recorded in B Page 405 / , of the office	of \$23,250.00 cok 170, Page 251 of the Chancery	, recorded in	
	County, Mississippi, toget			
	The undersigned as Bene-			
	of the above described inde			
	to same.		capable of conv	eying title
	The undersigned covenant Deed of Trust and assigned	by this instrume plus interest at stallment being	nt is in the pr	incipal
	IN WITNESS THEREOF the unthrough its Senior Vice Procesused its corporate seal to day of, I			
		MATIONAL	MORTGAGE-COPPAN	Y ₁ - 1
		Sin	6. 1/1 1	
	ATTEST:	Sidney	M. Jatz	7
	2 1	Senior Vic	ce/President	
	from & John			
	Marvin J. Mskove Assistant Secretary			
	STATE OF TENNESSEE COUNTY OF SHELBY			
	Before me the undersigne County and State, personall Katz and Marvir they, as Senior Vice Preside of and for and on behalf and Company, a corporation organ State of Tennessee, signed the corporate seal of said instrument on the day and years.	y appeared the wind. Loskove ent and Assistant d by authority of mized and existing the above foregoing the above foregoing the state of the second corporation because the second corporation because the second corporation because the second corporation the second corporation because the second corporation that second corporation the second co	thin named S who acknowled; Secretary res National Mort; g under the law ng instrument	idney M. ged that pectively, gage wa of the
	GIVEN UNDER MY HAND and sea May , 19 75	l of office, this	the 20th day	of
			teth Couls	217
	2/71/226 My Commission Expires Sept. 13,		LIC	Sapron (April
STATE	OF MISSISSIPPI, DESCTO COU	WY	0	
ho	ertify that the within institutes P. W. 22 day of ded in Nov 186 Page 81	May 1975,	for record at	2 o'clock
Villa		1 3		50.05
	2.50	1 101	may	1975,
		H. J. Je	rguson	TLEUK

Please mail recorded instrument to: SIDNEY KATZ, Attorney NATIONAL MORTGAGE COMPANY 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118 MIDNEY M. KATZ, ATTY.

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto THE PHILADELPHIA SAVING FUND SOCIETY cuted by William Edward Sewell and wife, Betty/ , to Delta Title _____, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated June 21st , 19 74 , securing a note in the sum of \$ 27,750.00 , recorded in Book 177 , Page 107 , of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby. The undersigned covenants that the original Note secured by said beed of Trust and assigned by this instrument is in the principal amount of \$27,750.00 , plus interest at the rate of \$1 Z per annum, the first monthly installment being due the 1st day of August , 19.74 , IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has coused its corporate seal to be the entry affixed on this the 20th day of May , 19 75 . NATIONAL MONIGAGE COMPANY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M.

Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the ______ day of _______, 19_______, 75. NOTARY PUBLIC 2/71/226 My Commission Expires Sept 19, 1977 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock

I certify that the within instrument was filed for record at a o'clock he minutes P. M. 22 day of Mo. 1975, and that the same has been recorded in Book 186 Page 82 records of REAL ESTATE TRUST DEEDS

1975

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1975

STATE OF MISSISSIPPL.			1				
. DeSets County,	S. B. B. W. S.						
KNOW ALL MEN BY	THESE PRESENTS	True Janie	e C. Pavne. A	ssistant (ashier		
of Peoples Sank							
	1 1 1 1 1 1 1 1 1 1 1	ALC: N	the benef	iciary, does her	reby carrify th	Nat a certain	n Trust di
bearing date the 18th.	_day ofM	av 1	9 <u>73</u> , made and	executed by	Edward N	(, Prati	ner an
Dorothea Elain Pr	ather of_	Olive Bra	nch, Miss.	10	Peoples	Bank ar	d Tru
the above named beneficiary,	and recorded in th	ne office of the Cha	areas Class of	DeSoto			
County, in the State of Mississ		Real Estate		353	150		7,000
		ALL THE		d Record No_	160	on page	159
of the Record of Trust Deeds,	on the31st	day of	May	1 1 3	A. D. 19_7	3 is now	v fully p
and satisfied; and i do hereby	authorize the Cler	rk of the Chancery (Court of said.	DeSoto			-
County to enter satisfaction and	certificate of pay	ment in full upon ti	tis said instrument a	and that this a			
said County also as provided by				eteribeter till gilt den	TOWN DO PERSON	aro in Ing	records
			Peoples Ban	k and Trus	it		
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STATE OF MISSISSIPPI, DeSute County.	••						
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Personally came and appear n and for County and State afon elivered the above and foregoin Given under my hand and a	DESCEND CONTINUES ON EXP	C. Payne. As es Bank and T the day and date for 21st.	sistant Cashierust or the purpose there day of 1975, and of REAL EST	a B. Jones or who a in mentioned. May R. P.	a Notar	o cla	ones and

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RELEASE OF DEED OF TRUST

TO: The CLERK of the CHANCERY COURT of DeSots County Mississippi

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed of Trust executed by McIvor Interprises, Inc. for the benefit of Citizens Savings and Loan Association which is of record in Book 178 at Page 483 of the Records of Deeds of Trust in the office of the Chancery Clerk of DeSoto County, Mississippi, at Hernando Mississippi.

WITNESS our hand and seal, this the 20th day of May, 1975.

HY: Xecutive Vice-President

STATE OF MISSISSIPPI COUNTY OF PANOLA

Personally appeared before Me, .	Notary Public	of said County, the
above named J. H. Hogan	who acknowled;	ged that he signed and de-
livered the foregoing instrument on t Association has the power GIVEN under my hand and sea		
(SEAL)		
My Continuation Expires:	Jummie 1	Milliams
May 25, 1978		

STATE OF MISSISSIPPI, DESCTO COU- L' certify that the within instead of the minutes P. M. 22 day of the transfer of the page 84	ant was filed for record at 3 o'clo	ek en
of said County. Witness my hand and seal this		
Fees \$ 2.00 pd. SEAL	f. H. Ferguson, CLERK	

USDA-FHA Form FHA 427-1 MS (Rev. 11-24-70)

DeSOTO_

	REAL ESTATE DEED OF (INSURED LOANS T		
THIS INDENTURE, mad	e and entered into this day,	May 21, 1975,	
by and between the undersi	gned	(0 42)	
DANIEL	COLE, JR. and wife, F	INNIE J. COLE.	
residing in	DeSoto	County,	Mississippi, whose post office
address is . Route 3	- Hernando,		, Minninnippi 38632,
grantor(s), herein called "	Bostower," and		
TANK OF THE REAL PROPERTY.	Aaron R. Gool	sby.	
assumption agreement(a), be shall be construed as refe executed by Borrower, best eration of the entire indebt as follows:	"Trustee," and the United States of Agriculture, beneficiary, herein call i justly indebted to the Government exein called "note" (if more than owing to each note mingly or all not g payable to the order of the Government at the option of the Government at the option of the Government.	as evidenced by one or mor me note is described below, the les collectively, as the conte- ment in installments as speci- ent upon any default by Bornov	e certain promissory note(s) or he word "note" as used herein at may require), said note being fied therein, authorizing accel- wer, and being further described
Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
May 21, 1975	\$15,000.00	8-1/8	April 21,2008
intention that the Governme Farmers Home Administration	dences a loan to Borrower in the pr nt, at any time, may essign the note n Act of 1961, or Title V of the Hous t of the note is insured by the Gove will be the insured lender, and	and insure the payment thereo ing Act of 1949, and	of pursuant to the Consolidated

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or is the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not necure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute as indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower:

NOW, THEREFORE, in commideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

SECOND FILA 417-1 MS (Rev. 11-24-70) PUTTANED IN STERRING

(Property Description attached.)

One (1) Acre, more or less, situated in the West Half of the Northeast Quarter of Section 18, Township 3 South, Range 6 West, DeSoto County, Mississippi, more particularly described as:

Part of that sixteen (16) acre tract conveyed to Lillie Bowen by deed of date January 10, 1959, of record in Book 45, Page 308, to which said deed reference is hereby made for a more particular description, and the tract being conveyed hereby being more particularly described as: BEGINNING at a point in the South line of the said Lille Bowen 16-acre tract 310 feet West of that point where the said South line of the said 16-acre tract intersects the 209 feet to a point; thence West with the said South line East 209 feet to a point; thence North 209 feet to a point; thence East 209 feet to a point; thence South 209 feet to the Point of Beginning; and containing one (1) acre, more or less;

ALSO: A twenty (20) foot right-of-way along said South line from

1 1 1 2

together with all rights, interests, casements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, rangus, refrigerators, or corpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement berein to indemnify and save harmless the Government against loss under its insurance endorsement by masses of any default by Borrower, and (c) in any event and at all times to necure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every coverant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his beirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby necured and to indemnify and name harmless.

(1) To puy promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured leader, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the

Farmers Home Administration.

(3) At all times when the note is held by an innured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required protection, or enforcement of this lifen, as advances for the account of Borrower. All such advances shall bear interest at the note which has the highest interest rate.

(5) All advances by the Government as described in this factories.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable such advance by the Government without demand at the place designated in the latest note and shall be secured hereby. No shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loss evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, lieus, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmatike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to shandon the property, or cause or permit waste, leasening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations attecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and springly hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, (12) Neither the property nor any portion thereof or interest therein shall be leased assigned and transferred.

coats of recording this and other instriments, attorneys' feen, trustees' feen, court coats, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encuse-serving the property or otherwise, without the written consent of the Government. The Government shall have the sole and seatons, assistancion, and so insured lender's shall have say right, title or interest in or to the lisability to the leases, subordines and agreement sontained berean or in any supplementary agreement are being performed.

(13) At all reasonable times the Government and its agents may impact the property to ascertain whether the covernment and agreements contained berean or in any supplementary agreement are being performed.

(14) The Government may extend und defer the maturity of and renew and reamortise the debt evidenced by the note or any portions of the paperty from and subordinate the lien hereof, and waive say other party for payment of the note or indebtedness to the Government bereat of Borrower or any other party for payment of the note or indebtedness or priority hereof or the liability to the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at instrument is necosed an instrument of appoint and any indebtedness assumed by the former and its assigns, to be exercised at instrument is necosed an instrument of appoint and provent and appoint and provent and appoint and provent and pro

discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at fore-closure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted is this instrument are compled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) An against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby reline, rishes, waives, and conveys all rights, inchoate or consummate, of descent dower, stitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession aball

(23) This instrument shall be subject to the present regulations of the Furmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Notices given bereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Furners Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above. WITNESS the signature(s) of Borrower the day and year first above written Daniel Cole, Jr. Finnie J. Cole STATE OF MISSISSIPPI ... ACKNOWLEDGMENT COUNTY OF DeSOTO Personally appeared before me, the undersigned, . Notary Public in and for said County and State, the within-named FINNIE J. COLE. who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official small this 21st Lay of May STATE OF MISSION WHY DPSOURCE COUNTY I certify that the CHMV instrument was filed for record at 3 prolock and CE M . F cours OI day of Star 1925 and that the

I pertify that the within the winds P. M. 22 decorded in Book 186 Page of said County.	firstrument was filed by of may 1975, 85 records of REAL	ESTATE TRUST DEED	o'clock has been
Witness my hand and seal	this the 23 day of	may	1975.
Tees \$ 5.00 Th	SEAL H. G. J.	erguson?	CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

-201 MG 141 08 June 18 76

STATE OF MISSISSIPPI COUNTY OF MANAGEMENT DESCTO

IN CONSIDERATION of One Dollar, and the other and further matters herinafter stated, we hereby Grant, Bargain, Sell, Convey and Warrant, to John S. Throop, Jr. Trustee, and each of his successors, the real and personal property now situated and being in DeSoto County, State of Mississippi, and described as follows, to-wit:

The land in DeSoto County, Mississippi described as follows, to-writ:

Lot 134, Section A, Buena Vista Subdivision in Section 13, Township 4, Range 8 West as shown on the recorded plat of said subdivision in Plat Book 4, pages 33-37 in the office of the Chancery Clerk of DeSoto County, Mississippi.

In trust to secure Mechanics Savings Bank, an indebtedness of \$ 2,506.00 of even date and like amount due and payable May 15th, 1976. interest at the rate of 8% per annum from DATE until paid. evidenced by a note Said note bearing

This Trust Deed is intended to cover any other indebtedness that the granter is now due the Mechanics Savings Bank, and not herein named, and it is further intended to cover any further sums advanced from time to time to all or any one of the makers hereof, whether as principal, co-maker, or enderser, prior to the full payment of all sums due said bank and secured under this trust, and we constitute and appoint Illis Harper and wife our agent and attorney in fact with full power to contract for and receive any further sums that may be advanced by said Mechanics Savings Bank to Ellis Harper and wife and with full power to renew or extend any indebtedness now or hereafter due on this deed of trust, including power to renew this deed of trust, and for cost of insuring or protecting the property named in this trust, and it is further agreed that any renewal made by

114: Harper and wife for any part of the above named indebtedness, shall in no way release any parties to said indebtedness or impair the security as herein conveyed, nor shall the deposit of any other collateral be understood to waive any rights that the Mechanics Savings Bank may have under this trust deed, but if the whole of the indebtedness, interest, and expenses herein mentioned, including future vances, shall be paid in full on or before the 15th day of

then this Trust Deed shall be null and void. If the debt or debts secured hereby is evidenced by more than one note, and if any one of such notes oc-comes due and unpaid, then the Mechanics Savings Bank, at its option, may declare all of said notes secured hereby due.

If the day herein fixed for any payment shall pass and the amount then due and payable, or any part thereof, be unpaid, or if, before any payment is due, the grantor herein shall sell, or offer to sell, remove, or dispose of any said property, or should the same, or any part thereof, become involved in litigation, or be in any manner levied upon, or should the Trustee then acting, or the then beneficiary herein, at any time, believe said property or any part of it, endangered as security for any payment herein mentioned, though the same be not then due, it shall be lawful for the than Trustee herein to enter upon, seize, and take possession of all or any part of the property herein conveyed, together with all the produce and increase of any and all of said property, which said produce and increase is hereby intended and understood to be now and here conveyed, as fully as is possible to now convey the same, and to sell the same or so much thereof as may be necessary to pay all expenses of executing this trust, and the whole of the indebtedness herein mentioned, and all interest then accrued on said indebtedness.

Such sale shall be made (if a sale becomes proper) at the Court House door, in the State of Mississippi, or elsewhere in said County of County of DeSate

State of Mississippi, or elsewhere in said County of DeSoto
in the discretion of the then Trustee herein, at public outcry, for cash, after the Trustee shall have given
notice thereof, for the time and in the manner prescribed by law. The proceeds of such sale shall be applied;
first, to the expenses of protecting, executing, and enforcing this security, including 10 per cent of the amount
due at time of foreclosure, to be paid the Trustee herein for his services; next, to the discharge of any interest
that may be due on any indebtedness herein mentioned; next, to the discharge of the principal of the debt or
debts herein mentioned; and the surplus, if any, shall be paid to the grantor or other proper person.

IT IS EXPRESSLY AGREED that in the event that the original or any subsequent Trustee herein shall
die, remove from this State, or fail, neglect, or refuse to act, or should the original beneficiary herein or any
assignce of this Trust Deed mediate or immediate, at any time desire to remove the original or any
subsequent Trustee herein, the then existing beneficiary shall have the full right and power to remove the original or any
subsequent Trustee herein, at pleasure, and to fill any vacancy at any time occurring in the office of Trustee
herein, on account of removal or from any other cause, provided that the appointment of any subsequent or
other Trustee shall be in writing, and shall ipso facto, o perste as a revocation of the powers and office of any
and every former Trustee herein theretofore appointed. Each assignee of this instrument and each Trustee subsequent to the original, shall have and exercise all powers herein conferred on the original of such parties.

IT IS FURTHER EXPRESSLY AGREED that in case the services of legal counsel shall become accessary
or advisable at any time, in protecting or enforcing this security, and counsel is actually employed so to do,
the Trustee shall, out of the proceeds of the sale of said property, reserve for the payment of such counsel, the
sum of 10 per cent

COUNTY OF CALCEURS A	The state of the s	
a Notary Public in and for the City of Water	Valley, in said County and State, personally per and wife, Rosella L. Harper	appeared the wit
	our disc arret is merre c. herber	
parties to the foregoing instrument,	whose name appear, thereto, and acknow	vledged that th
signed and delivered the same on the da, and		
purpose therein contained.	1/4467 / Man	. 7
Given under my hand and seal of office, to	his the 14th day of Max	19 7
S-1-1X	- Luces Lucy	Notary Public
STATE OF MISSISSIPPI		
County of D - Sola		
of the Chancery Court of said County, do her	eby certify that the foregoing Deed of True	
for record on the 3.3 day of		
by me in Trust Deed Book at page		
	Witness my hand and seal of of	fice, at
- Misainaippi, this	day of	19
		CI
6.0000		, D.
OF MISSISSIPPI, DESCTO COUNT	y	
P. 22	May 1975, and that the	same has
- STANDERLY L		DEEDS
ness my band and seal this th	23 may	. 19

DEED OF TRUST

THIS INDENTURE, this day made and entered into between LARRY E. NEWSOM AND WIFE, SUSAN NEWSOM

of the first part, hereinafter designated as the Grantor,

Trustee, of the second part, hereinafter designated as Trustee, and

KELLY LAND & INVESTMENTS, INC. of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

) evidenced by one promissory note of even date herewith in favor of (\$ 6,368.36 the beneficiary, bearing interest at the rate of eight per centum per annum after

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

Payable in 96 monthly installments of \$90.05 each, bearing interest at the rate of 8% per annum, beginning on the lat day of April, 1975, and a like amount on the same day of each succeeding month thereafter until paid in full.

WHEREAS, the said granter desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the granter, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows

Lot 11, Stonewall Farms Subdivision, located in Section 32, Township 2 South, Range 5 West, DeSoto County, Mississippi, and more particularly described in plat of said subdivision recorded in Plat Book 14. Page 1.2, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Pald, Satisfied and Cancelled.

ATTEST Trule

W. E. Davis

Chancery Clark

Luy n. Braham D.C.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on
the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and
other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached thereform.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of programment of trans on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or of any installment thereon, or if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or if default is made in the payment of the note or notes secured hereby, or of any installment thereon, and all amounts secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and is that event the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once dae and payable, and the trustee herein named, or his successor of successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes accured hereby sell said property and land, or a sufficiency thereof to sail as a required by Section 39-1-55 of the Missimippi Code of 19 72 and amendments if any thereto,

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary hersin, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of less if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trest, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accuse under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinhefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesald upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is logally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advectised and sold by the trustees herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said second notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date of he maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or lacurred. In case the beneficiary or the owner or holder of said ascured notes elects to advance insurance premium and/or taxes, the receipt of an archit of the insurance company or companies in which each insurance premium and/or taxes, the receipt of an archit of the insurance company or companies in which each insurance premium and/or taxes, the receipt of an archit of the insurance company or companies in which each insurance is pl

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Highth. Grantor covenants that the premises and properly covered hereby will at all times be used in a good and husbandifke manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the centext so requires, the singular number shall include the piural, and the piural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word baneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby. IN TESTIMONY WHEREOF, witness the alguature of the grantor this the STATE OF MISSISSIPPI. This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Arry W Meysom and wife, Susan Newson who severally acknowledged that they eigned and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given bender my hand and official seal, this the 24th day of 19 75. My Commission Exptres: / /2029 1985 STATE OF HIESTERIPPI, DESCTO CONVEY Treample with the within the company was filled for the one at 9 o'clock redorded in Rook 186 Page 92 May 1915, and that the same has been of said County. Witness by hand and neal this the 23 day of 1975. Fees \$ 5.00 pd.

CANCELLED BY AUTHORITY RECORDED IN SUITE

DEED OF TRUST

THIS INDENTURE, this day made and entered into between ROBERT S. CURBO

AND JAMES E. YOUNGBLOOD

of the first part, hereinafter designated as the Grantor.

JAMES W. AMOS.

Trustee, of the second part, hereinafter designated as Trustee, and

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FOURTEEN THOUSAND AND NO/100-DOLLARS (\$ 14,000.00) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 8 per centum per , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note is due and repayable in 5 equal annual installments of \$2,800.00 each, the first installment being due on or before the 20th day of May 1974 and one installment due annually thereafter until paid in full with the annual interest on the unpaid balance due with each installment.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances bereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESCRO

uppi, and more particularly described as follows, to wit:

Beginning at a point where the southwest line of U.S.
Highway #78 intersects the southwest line of Craft Road
(new State Road); thence north 82 degrees 22 minutes
45 seconds west along the southwest right-of-way line
of Craft Road 402.78 feet to a point; thence south
51 degrees 50 minutes 30 seconds west along the south
right-of-way line of Craft Road 375.20 feet to a point;
thence south 59 degrees 18 minutes 15 seconds West along
the south right-of-way line of Craft Road 312.86 feet
to a point being the northwest corner of The Church Tract
and the northeast corner of said tract and being the point
of beginning; thence south 59 degrees 18 minutes 15
seconds west along the south right-of-way line of

Craft Road 75.77 feet to a concrete monument; thence southwestwardly along the south right-of-way line of Craft Road on a curve to the left with a 1809.86 foot radius 147.41 feet to a 1/2 inch iron pipe being the northwest corner of said tract; thence south 30 degrees 33 minutes 59.4 seconds east 642.53 feet to a point; thence north 34 degrees 08 minutes 46.9 seconds east 230.00 feet to a point, being the southwest corner of The Church Tract; thence north 29 degrees 15 minutes 45 seconds west along the west line of The Church Property 570.00 feet to the point of beginning.

Containing 130,691.70 square feet or, 3.00 acres.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter srected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said promises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary hereis, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the raid property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Buth sale shall be made by giving notice of the time, place and terms of sale as required by Section 9-1-55 of the Missinship Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of t thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sail the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any halance remaining in his hands shall be delivered to the grantor, or to his proper representatives,

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Heread. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or is such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to say law heretofore enacted or that may be easier be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either fly lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lies of this conveyance, the beneficiency, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is logally inoperative, shall give to the beneficiary or to the sware or holder of the notes secured hereby the option to at once decisive the entire principal our hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and cold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbedies set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax said if it has been sold; and say and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the naturity of the interest installment which may become due undor the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an ascent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premium, be conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the properly covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and properly covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the than holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 20th day of May, 1975.

1975.

STATE OF MIR COUNTY OF DESCTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid.

ROBERT SOJURBO AND JAMES E. YOUNGBLOOD who severally acknowledged that they gried and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given uniter my hand and official seal, this the 2000 day of Commission Expires:

W. Dale

STATE OF MISSIESIPPI, DESCTO COUNTY I corresty that the within instrument was filed for record at 05 structed A. M. 23 day of may 1974, and that the same has been

1 P A may

5.00

Me. 281 Page 638

This the 19 day of March 19 82

This the 30 March 20 Strike Clark

This the 30 March 20 March

realled 19 15 cr

9

DEED OF TRUST

THIS DECEMBER 5, this day made and entered into between WARNER L. TABER AND

WINE, PATRICIA RENEE TABER

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

W. H. HOPPER & ASSOCIATES, INC. of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

EIGHT THOUSAND FIVE NUNDRED ----- DOLLARS

(\$ 8,500.50) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 8 per centum per annum after

date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 120 equal amortized monthly installments of \$ 103.12 each, the first of said installments being due and payable on or before the 1st day of ______, 1975, with a like installment being due on or before the ______ lst_day of each successive month thereafter until paid in full.

This note shall be prepayable without penalty.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW. THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the granter does hereby convey and warrant unto the said trustee, the property situated in the COUNTY OF DESCRIP

State of Mississippi, and more particularly described as follows, to-wit:

Lot 21, Northwood Subdivision, Part 1, in Section 13, Township 3, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 22, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi;

LESS AND EXCEPT: One-Half (1/2) oil, gas and mineral rights reserved by J. S. Weisinger by deed in Book 57, Page 380 in the Chancery Court Clerk's Office of DeSoto County, Mississippi;

SUBJECT TO: Ordinances for subdivision and zoning of the Town of Hernando; Rights-of-way and Easements

Copyright Mississippl Bellium Americanic

for public roads and public utilities; and, Restrictive Covenants of said subdivision as recorded in Plat Book 4, Page 22 in said Clerk's Office.

TRANSFER OF THE PROPERTY; ASSUMPTION. If all or any part of the property or an interest therein is sold or transferred by Grantors without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail, by certified mail, Grantors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantors may pay the sums declared due. If Grantors fail to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantors, invoke any remedies permitted by law.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereou, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of reminum for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby, shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that swent the entire principal same secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the baneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to sailerly the indebtedness aforement then unpaid. Such asis shall be made by a tiving notice of the time, place and terms of sale as required by Section 19-1-of the Mississippi Code of 1972 and amendments if any thereto, and the proceed of any owner or holder of the purchaser. Shou

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or slither of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be stideneed by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all polities covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same he not promptly made by the grantor. Each insurance company livolved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiery, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereou, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustices berein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the instances harein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be converted by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes clects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of fore-losure and cale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the ? ["

STATE OF MISSISSIPPL COUNTY OF DESCIO

peared before me, the undersigned authority, in and for the State and County aforesald, the within named

who severally acknowledged that they WARREN L. TABER AND WIFE, PATRICIA RENEE TABER

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2/ day of My Commission Expires: May 18, 1977 Cellen & E

25 minutes A 23	in instrument was filed for recitate of may 1975, and that	ord at 9 o'clock the same has been raust DEEDS
of said County. Witness by hand and seal		ay 1975.
Fens \$ 5.00 pd.	SEAL H. G. Gerger	go CLERK

Lot 702, Sec. D, Twin Lakes - Jacobs

STATE OF MISSISSIPPI COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated March 19, 1975, and given by Northwest Builders, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 184, Page 199, in your office, same having been fully paid and satisfied.

EXECUTED this the _____ day of _May___

BAILEY-MORTGAGE COMPANY

Paul J. Salvo, Compression

ATTEST:

William Cook, Vice President

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul and William Cook, Vice Presidents of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 19 of May , 1975. day of May

My Commission expires:

Notary Public

STATE OF MISSISSIPPI, DESCTO COUNTY

I operify that the within instrument was filed for record at 10 o'clock 10 minutes A. M. 23 day of May 1975, and that the same has been of maid County 186 Page 101 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 23 day of

2.50

60,00

Lot 700, Sec. D, Twin Lakes - Crabb

STATE OF MISSISSIPPI COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated March 19, 1975, and given by Northwest Builders, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 184, Page 197, in your office, same having been fully paid and satisfied.

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction,

Faul J. Salvo, Comptroller and William Cook, Vice Presidents of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 19 day of May , 1975.

My Commission expires:

Notary Public Brown

CANCELLED BY AUTHORITY, RECORDED IN BOOK 190 Page 450

THIS 3 BAY OF LUNG 194 A. Longuster Clerk

W. E. Davis

VA Form 25-4831 (Rome Loun) Revised January 1974. Use Optional. Section 1830, Title 86, U.S.C. Acceptable to Federal National Mortpage Association. MISSISSIPPI

DEED OF TRUST

This Deep or Thust, made and entered into this 19th day of May , 19.75 by and between

JAMES O. JOHNSTON and wife, LORENE JOHNSTON,

, hereinafter called the Grantor; Wilson P. Barton, Jr. and Jack O. Tackett, hereinafter called the Trusteegand

BOYLE MORTGAGE COMPANY,

, a corporation organized , having its principal office and post-office address at Post Office Box 17800, Memphis, Tennessee , hereinafter called the Beneficiary:

Witnesseth, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot No. 12, Colonial Estates Subdivision, in Section 25, Township 3 (South), Range 8 West as shown by the recorded plat of said subdivision in Plat Book 4, Page 22 in the Chancery Clerk's Office of DeSoto County, Mississippi; and being described by metes and bounds as follows:

BEGINNING at an iron pipe in the West line of Colonial Drive, said iron pipe being in the Northeast Corner of Lot 11; thence South 84° 06' West 240.2 feet with the North line of Lot 11 to a point in an open natural drainage ditch; thence North 71° 47! West 86.3 feet with a line in said natural drainage ditch to a point; thence North 86° 32' West 231.5 feet with a line in said natural drainage ditch to a point in the intersection of said natural drainage ditch and a natural open drainage ditch that runs with North lot line; thence North 68° 10' East 748 feet with a line in said North natural drainage ditch to a point in the West line of a 30-foot lame; thence South 16° 00' West 223.6 feet with the West line of said 30-foot lame to a point in the North line of Colonial Drive; thence Southwardly 86.78 feet with the North line of Colonial Drive to the Point of Beginning.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

The Grantors covenant and agree that should this security instrument or note secured hereby he determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

(Flood Insurance Clause attached.)

Borrower covenants and agrees that if on any future date the above described property is declared by appropriate authority to be located in a special flood hazard area, and the Holder of the indebtedness, its successor or assigns, requires flood insurance and same is available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Act of 1973 and/or subsequent similar legislation, the Borrower will immediately secure and deliver to the Lender a flood insurance policy in an amount not less than the minimum specified by the Lender with the first year premium paid in full. Borrower further agrees that a sum equal to one-twelfth of the annual renewal premium will be paid monthly with the installments of principal and interest according and subject to the provisions and Lenders options contained in subsequent paragraphs hereof governing escrow for taxes, mortgage loan insurance and hazard insurance. Borrower and Lender covenant and agree that the rights of acceleration, remedy and reinstatement as set forth in other paragraphs hereof shall also apply to this covenant.

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Tausr, Howeven, to secure to the Beneficiary named above, the payment of a certain promissory note of even date berewith in the principal sum of THIRTY-TWO THOUSAND AND NO/100 - - - Dollars per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office in Memphis, Tennessee 38117 or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Humdred Forty-Six and first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 1975.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, Grantor is notified) less all sums already paid therefor divided by the Beneficiary, and of which one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 interest on the note secured hereby; and
 amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Granfor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured bereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured bereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- S. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness bereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the promises covered hereby at public anction for each to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the bands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and seknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferce thereof whether by operation of law or otherwise.

In Witness Wheneor, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

orene Johnston STATE OF MISSISSIPPI. COUNTY OF DeSOTO Personally appeared before me , the undersigned author in and for said County, the within named JAMES O. JOHNSTON

LORENE JOHNSTON , his wife, who acknowledged the delivered the foregoing instrument on the day and year therein mentioned. and Givengunder my hand and seal this NOTARY PUBL Commission Expires: STATE OF MISSISSIPPI, DESOTO COUNTY

I complete that the within instrument was filed for record at 3 o'clock 30 minutes 7. 22 mg 1975, and that the same has been REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Mc 1975.

500

· Lot 87, Hernando Estates AUTHORITY TO CANCEL TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI You are hereby authorized and requested to enter satisfaction and Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by Ben Smith Engineering Co., Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 173/ at Page Denewal D/T, Page 89 507/ of the Records of Deeds or Deeds of Trust in your office. Witness my signature, this the 21st day of May 19 75 . WORTMAN & MANN, INC. Mortgage Loan Division Don Barkley, Exec. Vice Pres. STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do. Given under my hand and official seal, this the 21st day of May ____, 19 75 _. My Commission Expires: STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

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The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferre thereof whether by operation of law or otherwise.

In Witness Whereof, the Grantor(s) ha we hereunto set their hand(s) the day and year herein first written above.

orene Johnston

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

in and for said County, the within named JAMES O. JOHNSTON

LORENE JOHNSTON

, his wife, who acknowledge delivered the foregoing instrument on the day and year therein mentioned. authority

Given under my hand and seal this

NOTARY PUBLIC

Commission Expires: ssion Expires April 3, 1979.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. 1 22 day of 1975, and that the same has been recorded to Book 186 103 recorded to ESTATE TRUST DEEDS

Witness my hand and goal enter the about avor m 1975

Feet 5.00

Lot 87, Hernando Estates	THE RESERVE THE PARTY OF THE PA
AUTHORITY TO CAN	CEL
TO THE CHANCERY CLERK OF	DeSoto COUNTY, MISSISSIPPI
You are hereby authorized of and cancel of record a certain	and requested to enter satisfaction and Renewal Deed of Trust
by Ben Smith Engineering Co., Inc	to Rowan H. Taylor, Trustee,
wortman & Mann, Inc. and re	Renewal D/T, Book 183 ecorded in Book $173/$ at Pages s of Deeds or Deeds of Trust in your
office.	
Witness my signature, this	the <u>21st</u> day of <u>May</u> ,
19 <u>75</u> .	
	WORTMAN & MANN, INC. Mortgage Loan Division
	BY: Maker 7
	Don Barkley, Exec. Vice Pres.
STATE OF MISSISSIPPI	
COUNTY OF HINDS	
Personally appeared before	me, the undersigned authority in
and for said County and State, the	within named Don Barkley
Executive Vice President of Wortm	an & Mann, Inc. a Mississippi
corporation, who acknowledged that	he signed, sealed and
delivered the foregoing instrument	on the day and in the year therein
mentioned, as his act and deed	i of said corporation, being duly
authorized so to do.	
Given under my hand and offi	icial seal, this the 21st day
of <u>May</u> , 19 <u>75</u> .	
	- Arab B. Julbard
	MOTART FUBLIC
My Commission Expires:	
My Commission Expires Jan. 27, 1926	
STATE OF MISSISSIPPI, DESOTO COUNTY	
minutes 2 M	nt was filed for record at 2 o'clock
of said County 100 108 reco	orda of REAL ESTATE TRUST DEEDS
witness my hand and seal this the	ale day of me
Fees \$2.50 pd.	P 1 1975.
SEAL H.	De Sergeron, CLERK

Real Estate TIB
No. 220 Page 587
This the 18 day of 200 1978

This Mortgage made as of the 10th day of April

19 75,

between

HOME TELEPHONE COMPANY, a Mississippi

corporation whose principal office and place of business is in the

City of Olive Branch, Mississippi,

(hereinafter called the "Company") and Stromberg-Carlson Corporation, a Delaware corporation, whose principal office and post office address is 100 Carlson Road, City of Rochester, State of New York, (hereinafter called "Stromberg").

Stromberg has agreed to lend money and to finance sales of equipment to the Company in a total aggregate principal amount not exceeding \$1,500,000.00 pursuant to the terms of a Financing Agreement bearing even date herewith.

In order to secure the payment of; all amounts now or hereafter owing, including future advances, under the Financing Agreement, Notes and this Mortgage, or under any other existing or future Loan or Financing Agreements, Notes or Mortgages, between the Company and Stromberg or any other existing or future indebtedness or liabilities of the Company to Stromberg or extensions of credit or other advances by Stromberg to the Stromberg or extensions of credit or other advances by Stromberg to the Company, the Company, in consideration of the sum of ten dollars (\$10.00) to it paid by Stromberg, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, transfers, assigns, sets over, mortgages and warrants to Stromberg all its properties, rights, privileges, franchises and interests of every kind, whether now owned or hereafter acquired (except as otherwise herein expressly provided) including particularly, but without in any way limiting the generality of the above, the following:

A. All and singular the properties of the Company located in and furnishing telephone service in, about and adjacent to the

Cities of Olive Branch, Chulahoma and Byhalia, in DeSoto and Marshall Counties, Mississippi,

including but without limitation, all lands, buildings, plants, systems, works, improvements, structures, fixtures, appliances, machinery, tools, implements, office furniture, telephone and telegraph lines, switch-boards, wires, cables, poles, conductors, subways, conduits, stations, boards, wires, cables, poles, conductors, subways, conduits, stations, sub-stations, equipment (central office, subscribers' stations and general), instruments, house wiring connections, apparatus, fittings, and equipment of every kind and nature whatsoever, and any and all interests therein and all rights of way, franchises, ordinances, privileges, immunities, consents, permissions, leases and other rights, privileges, contracts, agreements, and any and all interests therein, now owned or at any time hereafter acquired by the Company and used, held for use or in any way pertaining to the systems and properties hereinabove referred to and any additions thereto and extensions thereof.

- (b) "Mortgage" this Mortgage and as the same may be amended or supplemented.
- (c) "Stromberg" Except in Paragraph 11.5:
 Stromberg-Carlson Corporation and its
 successors and assigns; in Paragraph
 11.5 only: Stromberg-Carlson Corporation
 and General Dynamics Corporation, a
 Delaware Corporation, severally, and their
 successors, assigns, predecessors, subsidiaries, and divisions, severally.

	4, Section F, GRERNBROOK S/D	ZII 301
	County, Mississippi, to-wit:	ot De Soto
	ods of besnusse gaied ba	end property lying a
the following described land	Sook 170 at Page 489 thereof,	ит
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Stuart Robinson, Trustee for	KEARES-MITTIVAS' INC. '	Erner executed by
	ration, does tereby release from t	
	IVED the undersigned, BANKERS TRUS	
	gewange guraupa	

the lien of same. all other property described therein and not heretofore specifically released from said deed of trust, which deed of trust is to remain in full force and effect as to Only the property specifically described above is released from the item of

. 2791 .d .A . WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the

BANKERS TRUST SAUTHES AND LOAN ASSOCIATION

Iddississim to mixel

GIVEN under my hand and official seal of office, this the 19th day of Jushlasid solv m sd and for said County and State, Jerry Jackson Personally came and appeared before me, the undersigned hotary Public in

NOTARY PUBLIC 27e1 , d .A .

My Commission Expires:

Witness my hand and the seatth JO ABE 30 minutes A. A3 de 196 record of REAL ESTATE TRUST DEEDS of said County. I certify that the within instrument was filed for record at 1/ o'clock SIVIE OF MISSISSIPPI, DESOTO COUNTY

MURTO

Peer & 2.50°d.

PARTIAL MELEASE

:314-	County, Mississippi, to	of De Soto
	and of a strusted in the	and property lying
hereof, the following described land	Book 170 at Page 489 t	uş .
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ted November 13, 197,3 and recorded	gs and Loan Association, da	Bankers Trust Savin
ro Stuart Robinson, Trustee for	REEVES-WILLIAMS, INC.	rense executed by
from the lien of that certain deed of	ration, does tereby release	e Mississippi corpo
RE TRUST SAVINGS AND LOAN ASSOCIATION,	IVED the undersigned, BANKE	FOR VALUE RECE

Lot 1130, Section F, GREENBROOK S/D

the Lien of same. all other property described therein and not heretofore specifically released from said deed of trust, which deed of trust is to remain in full force and effect as to Only the property specifically described above is released from the lien of

WITNESS THE SIGNATURE of Bankers Trust Savings and Losn Association, this the

19th day of May , 8791 .d .A ,

Jerry Jackson, Mice President BANKERS TRUST SAVRYCS AND LORN ASSOCIATION INTERNATION AND MINISTER IN

COUNTY OF вритн

therein expressed, he being first duly suchorized so to do by said corporation. Release on the day and year therein mentioned, and for the intent and purposes and as its act and deed, he signed and delivered the above and foregoing Partial Mastestppi corporation, who acknowledged that for and on behalf of said corporation be a Vice President and for said County and State, Jerry Jackson ., personally known to me to Personally came and appeared before me, the undersigned Notary Public in

GIVEN under my band and official seal of office, this the 19th day of

2761 , d .A ,

ty Commission Expires:

My Constitution Explora Aug. 13, 1978

of said County. So minutes A M. 33 dey of Mos 1975, and that the same has been recorded in Book 186 Page 125 record of REAL ESTATE TRUST DEEDS Postelfy that the within instrument was filed for zecord at 13 o'clock ALESTEET LEETE OF COMMEN

\$461 Witness my hand and seal this the 36 day of

CLERK

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					COUNTY OF HINDS	
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	70007	anna es	Market Control			
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ASSIGNMENT OF DEED OF TRUST

Trustee, for the benefit of Benkers Trust Savings and Loan Association Trustee, for the benefit of Benkers Trust Savings and Loan Association Trustee, for the benefit of Benkers Trust Savings and Loan Association Atily E. Cochran and wife, Bewerly L. Cochran Trustee, for the benefit of Benkers Trust Savings and Loan Association Association Trustee, for the benefit of Benkers Trust Savings and Loan Association A		DM1		02.6
Secured thereby: 10 Trustee, for the benefit of Bankers Trust Savings and loan Association 11 WITHES WIERROY the receipt of which is scknowledged, the underlyone detect of the thereby. 12 Trustee, for the benefit of Bankers Trust Savings and loan Association. 13 Trustee, for the benefit of Bankers Trust Savings and loan Association. 14 Samior Vice Freshers. 15 Samior Vice Freshers. 16 Samior Vice Freshers. 17 Samior Vice Freshers. 18 WITHES WIERROY the understand has executed this Assignment through its assignment of the desire was a for the Steep freshedged in Steep presentation organized and steeling assignment on the desire was a for assignment on the desire was a for assignment on the desire was a for the Steep freshedged in the desire was a for the steep freshedged in the	,2791 SAM	30 YAB 06	edi shid Isas bi	
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ASSIGNMENT OF DEED OF TRUST

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.2701 AND 30 VBb	said County. Witness my hand and seal this the 30
1975, and that the same has been	corded in Book 18 1 8 second
e filed for record at 10 o'clock	ATE OF MISSISSIPPI, DESOTO COUNTY MASSISSIPPI, DESOTO COUNTY
	071-10
Notary Public	Ay Commission Expires:
this, the Nist day of May	9 75 . Given under my hand and seal of office
no losting and delivered base instrument on	iffixed the corporate seal of said corporation line day and year therein mentioned.
of and for and on behalf and by suchoric necessarion organized and existin	The laws of the State of Missell and Mabon
bas and that they are went tadd beat	s. J. Mentrow who acknowled
ublic in and for the aforesaid county and	Before me the undersigned, a Notary Paster, personally appeared the within named W. B. J. Renfrow
	SOUNTY OF HINDS
	INTER OF MISSISSIM TO STATS
	B. J. Rentitow, Agaistent Vice President
BY: Neems, Senior Vice President	ATTEST
Bankers Trust Savings and Loan Associati	
<u>s/</u> 61 ·	affixed on this, the Nat day of May
sed its corporate seal to be thereunto	Senior Vice President , and has cau
al executed this Assignment through its	IN MITNESS WHEREOF the undersigned h
	secured thereby.
Mississippi, together with the indebtedne	Desoro conurà
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	CONNIX OF HINDS
	STATE OF MISSISSIPPI

"A" TISIHX3

REAL ESTATE

CHULAHOMA EXCHANGE:

That certain lot lying and being situated in the Southeast Quarter of Section 19, Township 4 South, Range 4 West, Marshall County, Mississippi, more fully described as and run thence east with the north line of said Quarter Section Section, 2,600 feet to a point in the west boundary of Mississippi State Road #309; thence south with the west boundary of said road, 1,386.0 feet to the point of BEGIUMING Point, thence south 6° 38' east, 356.8 feet to a point; thence south 6° 38' east, 356.8 feet to a point; thence south 6° 38' east, 356.8 feet to a point; thence south 6° 38' east, 356.8 feet to a point; thence south 6° 38' west, 356.8 feet to a point; thence south 6° 38' west, 356.8 feet to a point; thence south 6° 38' west, 356.8 feet to a point; thence south 80° east 122.1 feet to a point; thence south 80° east 122.1 feet to a point of said Road; thence north 6° 38' west, 356.8 feet to the point of BEGIUMING and containing one (1) acre, more or less, all according to the survey of Halle J. Shaw, c.E., dated August 29, 1965.

OFTAE BEFACH EXCHANGE:

That certain lot lying and being situated in Section 28, Township I South, Range 6 West, DeSoto County, Mississippi, more fully described as BEGIUNING at a point in the west line of a new Road (80 feet wide), said point being 131.54 feet morth of the south line of Section 28, Township I, Range 6 Mest and 32.83 feet west line of said Road; Thence south 85 degrees 04 minutes west 100.33 feet to a point; Thence north 5 degrees 06 minutes west All.73 feet to a point; Thence north 11ne of said Road; Thence north 26 degrees 06 minutes with the west line of said Road containing 1.887 acres of land. All bearings are magnetic and containing 1.887 acres of land. All bearings are magnetic and containing 1.887 acres of land. All bearings are magnetic and civil engineer, Memphis, Tennessee, dated August 2, 1965.

LEASED PROPERTY

BAHVI'IV EXCHVACE:

That certain Lease entered into by and between Floyd S. Echols and wife for a term of 35 years commencing Movember 3, 1965, with option to renew for an additional 35 years, leasing unto the Company a certain unimproved parcel of land located in Section 36, Township 2 South, Range 5 West, in the town of Byhalia, Marshall county, Mississippi, and described as follows:

Beginning at a point in the line between Sections 35 and 36, lest north of the stake in the center of the crossing of Church Street and Main Street (sometimes known as the Chulshoma-Collierville Road); thence north with the section line 32 feet to a stake; thence south parallel with the rear of the V. A. stake; thence south parallel with the rear of the V. A. I. Wills store; thence south parallel with said property line of the stake; thence south parallel with the rear of the V. A. I. Wills store; thence west with said property line of the stake; thence south parallel with the rear of the O. Wills store; thence west with said property line 62.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes P. M. 23 day of "ICA 1975, and that the same has been recorded in Book 186 Page 109 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and seal this the 20 day of Mitness my hand and mitness my hand and mitness my hand and mitness my hand and mitness my hand my ha

SEAL H. Bround., CLERK

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STATE OF ARKANSAS

CONNIK OF PULASKI

qualified and acting within and for said County and State, appeared in person Clarke M. Williams and Walter J. Frank, Jr., to me well known, who stated that they were the President and Secretary of Home Telephone Company, a Mississippi corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and instrument for and in the name and behalf of said corporation, and

On this day before me, a Motary Public, duly commissioned

instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses

IN TESTIMONY WHEREOF, I have hereunto set my hand and

official seal this Slat day of May, 1975.

and purposes therein mentioned and set forth.

Notary Public

My Commission Expires:

3/30/78

99-T (8)

- II -

Walter J. Frank, Jr., Secretary

Milly James

- inserina

Clarke M. Williams, President Name and Title

By Carle M Thelland

HOME TELEPHONE COMPANY

executed by its duly suthorized officer and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first bereinto affixed and attested by its Secretary on the day and year first hereuntoned.

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Any delay or omisaion by Stromberg or the holder of the Wotes to exercise any rights or powers arising from any default or any partial exercise thereof shall not impair any such rights or powers, nor shall the same be construed as a walver thereof or any acquiescence therein and no walver or acquiescence in any particular default shall operate as a stromberg or such holder in respect of any subsequent default, or impair or affect any rights of quent default, or impair or affect of any subsequent default, or impair or affect or rights or powers resulting therefrom.

15. This Mortgage may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall be deemed to be an original but all together shall constitute but one and the same instrument. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provision visions herein contained unenforceable or invalidations herein contained unenforceable or in-

6. Upon full payment of the indebtedness hereby secured Stromberg shall execute and deliver an appropriate release of this Mortgage.

17. The Company hereby acknowledges receipt of a full, true and complete executed counterpart of this Mortgage.

18. The Mortgaged Property is subject to the following Permitted Encumbrances:

prior Mortgages in favor of REA in the amount of \$1,569,800.

Prior Mortgage in favor of Stromberg-Carlson Corporation dated Movember 4, 1969, in the amount of \$2,000,000, recorded in the office of the Chancery Clerk of Marshall in Record Book 63, Pages 182-194; and in the office of the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Desoto County, Mississippi, on the the Chancery Clerk of Movember, 1969, in Book 113, Page 422,

First Supplemental Mortgage in favor of Stromberg-Carlson Corporation dated March 28, 1973, as additional security for the original Mortgage, recorded in the office of the Chancery Clerk of Marshall County, Mississippi, on the lat day of May, 1973 in Book 158, Page 475; and in the office of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of DeSoto County, Mississippi, on the of the Chancery Clerk of May, 1973, in Book 81, Pages 225-29.

indebtedness hereby secured. directed by the court, to the payment of the period, insurance and other expenses as may be such receivership, taxes accruing during such to be applied after the payment of the costs of proper, the amounts so collected by said receiver the Mortgaged Property as the court may deem regard to the then value of the Mortgaged Property and with such further or additional powers over solvency or insolvency of the Company and without Mortgaged Property without regard to the then income, tolls, rents, issues and profits of the o take possession of and to collect the earnings. pointed of all the Mortgaged Property with power extent permitted by law) to have a receiver apshall be entitled as a matter of right (to the any other right or remedy hereunder, Stromberg foreclose this Mortgage or for the enforcement or Upon the commencement of any suft or proceeding to

to this Mortgage. Tagnerts a lt as alsa dous da assionuq bas bld yam ilened sit ni Enlice souves to gradmotte , Tabau enforcement of any other right or remedy here-Mortgaged Property as a result of any suit or the In the event of a judicial sale of any of the

permitted by law) for attorney's fees and disreasonable sum shall be allowed (to the extent edness, or any part thereof, hereby secured, a Mortgage, or to recover or collect the indebt-In any suit or proceeding to foreclose this

nereby. bursements and such fees and disbursements shall become so much additional indebtedness secured

entered into between the Company and Stromberg. or financing agreements and mortgages now or hereafter constitute a similar default by Company under all loan between the Company and Stromberg, such default shall or Financing Agreement or any mortgage entered into In the event Company shall default under any loan

All the covenants, stipulations, undertakings and agreements herein contained by or on behalf of the Company shall bind its successors or assigns the benefit of Stromberg, its successors or assigns and the holder of the Notes, whether so expressed and the holder of the Notes, whether so expressed

No remedy herein contained or conferred upon Stromberg is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to Stromberg or the holder of the Notes but and shall be in addition to every other remedy and shall be in addition to every other remedy given hereunder or now or hereafter existing at given hereunder or now or hereafter existing at

the Mortgagged Property to be received the consideration to be received therefor, and stating the fair value of the property to be released, that the business of the Company, that the Company has sold or than its fair value, that after such release total indeptedness of the Company will not exceed to sell the property of the Company will not exceed of the Company will not exceed of the Company will not exceed and that the Properties cost of the Company will not exceed the fair value, that after such release total indeptedness of the Company will not exceed the consideration of the consideration of the release total the security and that the proposed release

(4) a certificate or opinion of an engineer selected by the Company and approved by Stromberg stating the business of the Company, and, if requested by Stromberg, the fair value of the property to be released; and

(5) the proposed release.

All cash received by Stromberg under the provisions of this paragraph shall be applied to the payment of any indebtedness hereby secured in the manner and on the terms provided in the Financing Agreement with respect to voluntary prepayments, but without any premium.

Upon the happening of a default under the Financing Agreement and its continuance for the period of grace, if any, provided therein, or in case default shall be made in the performance of any covenant or agreement herein required to be kept or performed by the Company and the Company shall fail to remedy such default hereunder within 10 days after notice thereof is given to it by Stromberg, then and in any such event, all indebtedness hereby secured shall become due and payable in the manner as in the Financing Agreement provided and shall be conjectible in any such event, all indebtedness manner as in the Financing Agreement provided and shall be collectible and the protection or enforcement of its rights or interest the protection or enforcement of its rights or interest or stromberg (to the extent permitted by law), either for Stromberg (to the extent permitted by law), either for Stromberg (to the extent permitted by law), either and to receive and collect the rents, issues and and to receive and collect the rents, issues and profits therefore.

for its purposes, provided the aggregate sychanged in any calendar year without release by Stromberg shall not exceed property so sold or release by Stromberg shall not exceed property received upon such exchange, the property received upon such exchange the shall have a value at least equal to the exchange and shall be subjected to the property delivered upon such exchange and shall be subjected to the property delivered upon such exchange and shall be subjected to the property delivered in the property secured in the manner and on the terms provided in the property secured in the property secured in the property secured in the property secured in the property property secured in the property secured in the property property secured in the property property secured in the provided in the property of sail subject or have previously sail subjected to the lien of the len of current ad valorem taxes, and sail subjected to the lien of the such as a lirst lien thereon, subject only concurrently with or within a period of as a first lien thereon, subject on have previously files the property sold of the lien of current ad valorem taxes, of the lien of current ad valorem taxes, of the lien of current ad valorem taxes, and sail subjected to the lien of current ad valorem taxes, of the lien of current secting forth the property sold of the lien of cash and the value of the property received as consideration or property received as consideration or exchanged; and exchanged in the exchanged; and exchanged in the exchanged; and exchanged in the exchanged in the exchanged in the exchanged in the exchange exchanged; and exchange exchanged; and exchanged in the exchanged in the exchange exchanged in the exchange exch

(c) may obtain the release of any part of the currently with such release it shall have delivered to Stromberg:

(1) an amount of cash at least equal to the fair value of said property equal

(2) a certifted copy of a resolution of the Board of Directors of the Company requesting such release;

(3) a certificate of the President or a Vice President and the Treasurer or Assistant Treasurer of the Company setting forth a description, in reasonable detail, of the part of

then, Stromberg may, at its option, place or cause the Mortgaged Property to be placed in thorough repair and in a state of high operating efficiency; pay, settle or contest any such taxes, liabilities, charges and assessment; redeem the Mortgaged Property from any tax or assessment; purchase any tax or assessment; purchase any tax title obtained or that shall be obtained thereon; pay any judgments based upon such tax of assessment; pay, settle or contest any lien prior or equal to this Mortgage and procure such insurance as assessment; pay, settle or contest any lien prior or equal to this Mortgage and procure such insurance as

Any and all monles paid for any of the above purposes or for any purpose to protect the Mortgaged Property and the lien hereof together with all reasonable attorneys' fees incurred by Stromberg for any such purpose will be repaid by the Company to Stromberg burpose will be repaid by the Company to Stromberg thereof at the rate of six per cent (6%) per annum and thereof at the rate of six per cent (6%) per annum and such payment or payments or cented for such increast the Mortgage and any for the extent permitted by law) be items upon the Mortgage and any least the rents, is also the Mortgage and any late extent permitted by law) and profits or the proceeds of the rents, issues, income and profits or the proceeds of the rents, issues, income and profits or the proceeds of the sale of the Mortgaged for the proceeds of the sale of the Mortgaged and any late and by the Company, Stromberg and profits or the proceeds of the rents, issues, income and profits or the proceeds of the rents, issues, income and profits or the proceeds of the sale of the Mortgaged for the proceeds of the necessity for such repairs, the validity of any such tax title, taxes, itemberg, is billittee or assessments or sales therefor or such repairs, the validity of any such tax title, taxes, itemberg, or the necessity for such repairs, the validity of any such tax title, taxes, itemberg, or the necessity for such require Stromberg or expend any money for such anywares or expenditures shall be deemed to constitute a walver of any default by any and the constitute and one of any money for equal to the proceeds or expenditures and the constitute and one of any money of any and anyware of any default by the constitute and the proceeds or expenditures and the constitute of any such any of the purposes.

10.1 Until the happening of a default hereunder or under the Financing Agreement the Company:

(a) shall be suffered and permitted to remain in full possession, enjoyment and control of all the full possession, enjoyment and control of all to manage and operate the same, subject always to the observance of the covenants and restrictions herein and in the boan Agreement, and to receive, receipt for, take, use, anjoy and dispose of the rents, tolls, earnings, surplus, profits, revenues and income ings, surplus, profits, revenues and income thereof in the same manner and with the same effect as if this Mortgage had not been made;

(b) shall be permitted from time to time to sell or exchange free from the lien of this Mortgage and without any release by to the lien hereof and which has become worn to the lien hereof and which has become worn to the lien hereof and which has become worn to the lien hereof and which has become worn to the lien hereof

Financing Agreement with respect to voluntary prepayments but without any premium and further
provided that if, prior to the expiration of said
period of 180 days, an officer of the Company shall
period of 180 days, an officer of the Company shall
proceeds or any part thereof to repair, replace
and/or restore the property destroyed or damaged is
inadvisable, such proceeds or part thereof shall be
inadvisable, such proceeds or part thereof shall be
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and of such proceeds or part thereof shall be
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receipt of such certificate,

shall be signed by the fresident or a Vice-fresident
and the Tressurer or Assistant Treasurer of the
and the Tressurer or Assistant Treasurer of the
Company certifying that such order for withdrawal is
made for the purpose herein specified and that the
Company certifying that such order for withdrawal is
Mortgage or the Financing Agreement and that no condition,
event or set which with notice or lapse of time or
this Mortgage or the Financing Agreement, exists. In the
event insurance proceeds, in the case of any one loss,
both would constitute a default under the provisions of
that such proceeds will be used or applied to repair,
that such proceeds will be used or applied to repair,
that such proceeds together with other funds available
that such proceeds together with other funds available
the lampase are sufficient to complete such repairs,
replacements or restoration and that such repairs,
teplacements or restoration and that such repairs,
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for the purpose are sufficient to complete such repairs,
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replacements or restoration and that such repairs,
for the purpose are sufficient to restoration have
replacements or restoration so ther term hereof the
Company shall have no right to the payment to it of
that such proceeds, if the Company shall be in default
Mortgage or the Financing Agent or set in this
Mortgage or the Financing Semin or set in this
lapse of the or the would constitute such a default,
even and the second or such a default,

9.1 In case of the fallure of the Company to:

repair and maintained in a state of high operating efficiency, or

(b) pay before the same become delinquent all taxes, liabilities, charges and assessments, or

(c) keep the Mortgaged Property free from this Mortgage, except Permitted Encumbrances, or,

perein provided, (d) keep the Mortgaged Property insured as

and security for the payment of such tax, lisbility, and security for the payment of such tax, lisbility, charge or assessment, if requested by Stromberg, shall be provided; and the Company will not at any time create, allow to arise or exist any lien of whatsoever kind or nature prior or equal to the lien of this Mortgage upon the Mortgaged Property, or any part thereof, save and except Permitted Encumbrances of this for taxes and assessments which are not delinquent or which, as herein provided, are permitted to remain unpaid.

That all property, plants, systems, appliances and equipment useful and necessary in the carrying on of its business will be kept in thorough repair and maintained in a state of high operating efficiency, and that it will make all necessary repairs, replacements and renewals to the Mortgaged Property so that the value and operating efficiency thereof shall at complete and operating efficiency thereof shall at and operate for maintained and privilege to maintain and operate its entire plants and properties and will, during the full term hereof, continuously preserve and enjoy the authority, rights, franchises and privileges so as to maintain and operate said preserve and enjoy the authority, rights, franchises and properties of one find will, during the full term hereoff, continuously preserve and enjoy the authority, rights, franchises and properties for may hereafter exist or be extended or modified.

8.1 It will at all times keep the Mortgaged Property
listing to Stromberg and in the manner and to the
acceptable to Stromberg and in the manner and to the
extent that property of similar character is usually
lingured by companies similarly situated, any loss to
be made payable to Stromberg as its interest may
appear. Such policies are to be deposited with
Stromberg. If the total amount received by
Stromberg upon all policies shall, in the case of
Stromberg upon all policies shall, in the case of
stromberg upon all policies shall, in the case of
stromberg upon all policies shall, in the Company,
to be used by the Company to repair, replace and/or
testore the damaged or destroyed property.

8.2 Except as above provided, all proceeds of any insurance on the Mortgaged Property received by Stromberg, shall be held as a part of the Mortgaged Property and as additional security for the payment of any indebtedness hereby secured and shall be paid out from time to time upon the order of the Company for the purpose of paying the reasonable cost of repairing, replacing and/or restoring the property destroyed or damaged; provided, however, that all insurance proceeds which shall not have been paid out within a period of 180 days following their receipt by Stromberg, shall be applied following their receipt of any indebtedness hereby secured in the manner and on the terms provided in the secured in the manner and on the terms provided in the

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Promptly to pay before the same become delinquent, all taxes, itsbilities, charges and assessments at any time levied or assessed upon or against the Mortgaved property, and to pay all claims which might or could become a lien on the Mortgaged Property prior or equal to the lien of this Mortgage so that the priority of this Mortgage may be duly preserved; but no such tax, this Mortgage may be duly preserved; but no such tax, this Mortgage may be duly preserved; but no such tax, this Mortgage may be duly preserved; but no such tax, the lightity, charge or assessment need be paid so long as the validity thereof shall in good faith and by From time to time to make, execute, acknowledge and deliver to Stromberg one or more mortgages supplemental hereto to mortgage additional property hereafter acquired by it by purchase, consolidation, merger or otherwise or for by purchase, described and confirming unto or referred to, or for more particularly identifying and describing the property hereinabove described or for the property hereby, or by any mortgage aupplemental hereto, mortgaged, or intended so to be, or for the purpose of continuing the lien hereof, or or for the purpose of continuing the lien hereof, or of any mortgage supplemental hereto, mortgaged, or intended so to be, or for the purpose of continuing the lien hereof, or of any mortgage supplements and to execute and deliver such other acts and things and to execute and deliver such other instruments and documents as may reasonably be other instruments of this Mortgage. it is now well selved of the Mortgaged Property, subject only to current taxes and assessments which are not delinquent and has good and indefeasible title to all the Mortgaged Property and good right to convey, mortgage and warrant the same, free from all encumbrances except as herein otherwise mentioned, and will warrant and forever defend the same to and will warrant and forever defend the same to stromberg against the claims of all persons whomsoever. To perform and observe each and every term, covenant and condition contained herein, in the Finencing Agreement and in the Wotes, the payment of which is secured by Financing Agreement and Notes secured by this Mortgage. To pay when due all amounts at any time owing under the .losted 81 encumbrances described in paragraph (g) "Permitted Encumbrances" - the . Jusm (f) "Note or Notes" - any note or notesment entered into between the Company and Stromberg bearing. (e) "Financing Agreement" - the Financing agreethe time subject to the lien hereof. (d) "Mortgaged Property" - all property at 111

BEGINNING at a point in the North line of Goodman Road (80 feet wide) at the Southeast corner of the F. C. Rasco property 626.13 feet East of the East line of Section 26, Township 1 South, Range 8 West; thence East along the North line of Goodman Road 200 feet to a point; thence North at an interior angle of 89 degrees and 42 minutes 1480.17 feet to a point in the Southerly line of the Southaven Land Co., Inc. property; thence Westwardly along said Southerly line at an interior angle of 64 degrees and 07 minutes 136.99 feet to a point; thence continuing Westwardly along said Southerly line at an interior angle of 192 degrees and 33 minutes 722.34 feet to a point in the East line of the F. C. Rasco property, also being the West line of said Section 25; thence South along Rasco's East line 1080.74 feet to a point at a corner of said Rasco property; thence East along a North line of said Rasco property at an interior angle of 90 degrees and 18 minutes 626.13 feet to a point at a corner of said Rasco property; thence South along the East line of said Rasco property at an interior angle of 269 degrees and 42 minutes 168.71 feet to the point of beginning. The area of the above described property is 23.2 acres. There are fences on this property.

During the first year of the loan prepayment of the entire principal amount will be permitted upon payment of a premium of 2% of the amount of such prepayment. During the second year of the loan prepayment of the entire principal amount will be permitted upon payment of a premium of 1% of the principal amount of such prepayment. Thereafter the loan may be prepaid in full without payment of the premium.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Shound to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Ninety Five Thousand and No/100 - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1990 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FHLMC-12/71-1 m 4 Family

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances accured by this Deed of Trust.

2. Funds for Toxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Londer on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hortzage insurpremium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurpremium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurpremium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurpremium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurpremium installments for hazard insurance plus one-twelfth of yearly premium installments for mortgage insurpremium installments for mortgage insurpremium installments for mortgage insurpremium installments of assessments and ance if any, all as reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insurance premiums and ground rents. Lender shall make no shall apply the Funds to pay said taxes, assessment is made. Lender shall not be required to pay Borrower any interest on the Funds shall be paid to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shal

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to under the Note and paragraphs 1 and 2 hereof, then to interest payable on the Note and on Future Advances, if Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, Lender's option in the event Borrower shall promptly furnish to Lender paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly discharge any lien which has priority over this receipts evidencing such payments. Borrower shall not be required to discharge any such lien so long as Borrower shall Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall agree in writing to the payment of the obligation secured by such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Howard Insurance. Borrower shall keep the improvements now existing or hereafter excepts, on the

in good faith contest such lies by, or defend enforcement of such lies in, legal proceedings which operate to prevent the enforcement of the lies or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the Lender shall not earlier providing the insurance shall be chosen by Borrower subject to approval by Lender; The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be curreasonably withheld. All premiums on insurance policies ahall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard renewals thereof, and Borrower shall promptly furnish to Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly be Borrower.

Unless Lender and Borrower ashall promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and the security of this Deed of Trust, with the excess, if any, paid to Borrower is not economically feasible or if the best of this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower of this Deed of Trust, with the excess, if any, paid to Borrower is authorized to collect and apply the insurance proceeds to fine

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a leasehold in the provisions of any lease, if the Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable

cause therefor related to Lender's interest in the Property

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemna-

tion, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to

the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restora-

tion or repair of the Property or to the sums secured by this Deed of Trust

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Relegated. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable

18. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

eption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Acceleration, Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any provided in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed eleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; as made to Borrower, by we much breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by we perty including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of payment of the Property and collection of rents, including, but not limited to, receiver's fees, presidents on receiver's bonds and somable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make use Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust hout charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this d of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance he Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by licable law. IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. LESLIE ROCHELLE JORDAN P. O. Box 115 Horn Lake, Mississippi 38637 STATE OF MINSISSIPPI, DESOTO Personally appeared before me, the undersigned authority in and for said County and State, the within named S. JORDAN and wife, LESLIE ROCHELLE JORDAN, who acknowledged who acknowledged in the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 22nd day of MAY A.D., 19.75 10 My Commission expires: April 9, 1979. STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 12) The State TRUST DEEDS of said County. 1975. Witness my hand and seal this the 26 day of Fees \$ 5.00 pd.

	PARTIAL R	ELEASE	
- FOR VAL	UE RECEIVED the undersig	ned, mankers trust saving	AND LOAN ASSOCIATION.
		by release from the lien o	
		INC, to Stuart F	
		iation, dated March 6, 1	
in the office		of theState of Miss	
		te 509 thereof, the foll	owing described land
and property of Hinds	lying and being situated		
01 11100	County, Missis	sippi, to-wit:	
Lot	1163, Section E, GREEN	BROOK S/D	
Only the	property specifically d	escribed above is released	from the lies of
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WITNESS	THE SIGNATURE of Bankers	Trust Savings and Loan As	sociation, this the
19th d	my of May	, A. D. <u>1975</u>	
		BANKERSVIRUST SAUTNA	AND LOAN ASSOCIATION
		av:	1
		Jerry Jackson, V	The state of the s
STATE OF MISSI	SSIPPI		
COUNTY OF H	Inds		
Personal1	y came and appeared hefe	re me, the undersigned No	
and for said C	ounty and State, Terro	Treatment Street	SATER SECTION OF THE
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be a Vice Pro Mississippi co and as its act Release on the therein express GIVEN unde May My Commission E	rporation, who acknowled, and deed, he signed and day and year therein mer sed, he being first duly or my hand and official set, A. D., 1975	rs Trust Savings and Loan ged that for and on behalf delivered the above and f attioned, and for the inten authorized so to do by sa real of office, this the	Association, a of said corporation oregoing Partial t and purposes id corporation. 19th day of
be a Vice Pro Mississippi co and as its act Release on the therein express GIVEN unde May My Commission E	rporation, who acknowled, and deed, he signed and day and year therein mer sed, he being first duly or my hand and official set, A. D., 1975	rs Trust Savings and Loan ged that for and on behalf delivered the above and f attioned, and for the inten authorized so to do by sa real of office, this the	Association, a of said corporation oregoing Partial t and purposes id corporation. 19th day of
Mississippi co and as its act Release on the therein express GIVEN unde May L-DL-4 STATE OF MISSISSIPPI, I certify that the	rporation, who acknowled, and deed, he signed and day and year therein mer sed, he being first duly or my hand and official set, A. D., 1975	ged that for and on behalf delivered the above and i ntioned, and for the inten suthorized so to do by sa real of office, this the NOTARY PUBLIC	Association, a of said corporation oregoing Partial t and purposes id corporation. 19th day of
Mississippi co and as its act Release on the therein express GIVEN unde May L-DL-4 STATE OF MISSISSIPPI, I certify that the	rporation, who acknowled, and deed, he signed and day and year therein mer sed, he being first duly or my hand and official set, A. D., 1975	ged that for and on behalf delivered the above and i ntioned, and for the inten suthorized so to do by sa real of office, this the NOTARY PUBLIC	Association, a of said corporation oregoing Partial t and purposes id corporation. 19th day of
Mississippi co and as its act Release on the therein express GIVEN unde May My Commission E M	per my hand and official and day of one per my hand and official and and o	ged that for and on behalf delivered the above and for the intenditioned, and for the intendiction of office, this the NOTARY PUBLIC	Association, a of said corporation oregoing Partial t and purposes id corporation. 19th day of

FOR REAL ESTATE, CHATTEL OR BOTH

Pike M	. Lawrence,				
et ux		THIS INDENTURE, Made	this 16th day of	May	1975_
To { 1	DEED OF TRUST	between	Pike M. Lawrence D. Lawrence		
Louise	J. Hinds		Louise J. Hinds		the first part,
		WITNESSETH, That when	ax, said part 1056 the first part.	being indebted to the said	part Y
Contraction of	100 5-11		Eight Thousand F		
in sixt	y equal amorti: 30	ed monthly insta June , 1975,	t per annum being llments of \$171.3 with like instal ntil paid in full	6, commencing lments due or	on
Mid-nep-feether	دعاك أند عرفته والدائد الدوسوس	econtparture, femiliate parts a	f.De first 4 wthartesp.the-4-we-10	- and to assemble	
Digramat of the	name where does Threedom with	- semidonition of the promises, an	and the part	ties "	the first part
paid by DW	ight K. Luter	llowing described property located	. Trindee, the part ics in the County of DeSoto, and state of	of the first part lar ye this	day granted,
products of over	ry kind that	Let box and an are are	thrown along highly brought	X	and
	manage editions of source	x be-cultivated, as headlest or training	l or amount resultant large funding the year strend sell	or the land of the	mp_kied_and
			South, Range 8 Wicularly describe		
			gnized as the sou		
	of the southwe	est quarter of Se	ction 28, Townshi	p 2 South,	
	degrees, 58'	10" West 434.17 f	dississippi; thenc eet along the Sou	th line of	
	said quarter	to a point being	the southeast cor	ner and the	
			ct; thence North iron pin; thence		
	degrees 58' 40)" West 441.93 fe	et to an iron pin	; thence	
	North 89 degre	es 01' 20" East	493.82 feet to a 441.93 feet along	point; thence the south	16
	line of said	quarter to a poin	t being the point	of beginning	
	containing 5.0	l acres more or	less. All bearing	gs being	
	Parties of the	first part rese	rve the right to	prepay all or	
	without penalt any installment unpaid indebte	ty, after January it when due shall dness to become	ess on or before 20, 1976. A fai operate to cause immediately due a	lure to make the entire nd payable	
	at the option	or the owner and	holder of the no	te.	
865-0310	the Youtes at any time believe	tall property or in our discour	endangered as a security for said deb	t he may then Early	with take pos-
bearing of said	property and sell the name as	herein below directed. Should the	part 165 of the first part pro-	uptly pay the above stated	indebindness
shall take power	mion of said property, and after	r giving unties of the tion, place	19.80	coppling to law in DeSoto	County, shall
will the same a shall be applied	t public section, to the highest I to the payment of said indebt	bidder for each, at such time and rebons and all costs incurred hereis	place on he shall designate in said a much if there he a sorphia, much morph	dvertisement. The proceed is shall be refunded to the:	of and and
of the first part	. In case of failure or inability	on the part of said Treater to each	outr the trust berein confided, the pur	y — al the second pur	1
	OUT signature		Jeki M Jay	secret Pike	M. Lawrence
Witness			Culter Dita	www.killerene	D. Lawrence
-	2011				
STATE OF M	ISSISSITY, DESOTO COUNT is arrested before the	undersigned aut	hority Lawrence	of said County, the	within named
The second second	0				
THE RESERVE AND THE PERSON NAMED IN			Maxr a		
		this 16th day of (SEAL)	BBridge	YEA.	xxxx
My comm	ission expires:	9-25-78	Notary Publiq to	- V	XXXX
The second second	ISSISSIPPI, DASOTO COUNTY				
Before t			of said County, this	day personally appeared the	shove named
STATE OF	MISSISSIPPE, D	ESOTO COUNTY			THE SECTION
1 certi	ify that the wi	thin instrument	was filed for rec	ord at 10 c	clock
30 minu	Pook IRL Pa	3 day of The	1975, and tha REAL ESTATE	t the same ha	s been
of said (County.				
Witness	s my hand and s	eal this the a	p and mo	7-	1975.
Feer \$ a	.50	, /	49	0	
		SEAL AT	1. Slegu	10 CLE	RK =
			1		

ASSIGNME	NT OF DEED OF TRUST	
FOR VALUE RECEIVED, the undersigned, L	oyal Protective Life Insurance Company, a	
corporation, of 11 Deerfield	Street, Boston, Poffall Commun.	
hereby assigns, transfers and sets over unto	Onondaga Savings Book as	itts.
Syracuse, New York, all beneficial interest July 18,1957	under thet access on a	nn Stree
July 18,1957 made by Marvin E. Camp	and wife, Sarah J. Camp	
to Ernest P. Schumacher		Trustor,
clerk of the Court of Chancery's office, DeSo	Mississippi	ord in
beneficial interest under said Deed of Trust Company, Inc.	was transferred and assigned by Schumache	r Mortga
Company, Inc. to said loy	ol Protective Life Insurance Company, by	
and and	reported May 17 teck	
of the Court of Cha	Doery's office	debt,
Tru	st, In the sum of	
Twelve Thousan	d Seven Rundred	10)
and all moneys due or to become due the reunder	r with interest thereon.	
IN WITNESS THEREOF the undersigned have e	executed this instrument this 2306 day	
April, 1975.		
Witnesses:	LOYAL PROTESTIVE LIPE INSURANCE COMPANY	
- to (mey	By Milwellow	200
- to lite	Vice Fresident	
	Assistant Secretary	_9
COMMONWEALTH OF MASSACIUSETTS		-
COUNTY OF SUFFOLK		2
J. W. Thompson, to me personally known, who, be	before me armeanad M C N	2
Insurance Company and Assistant Secretary,	respectively of law and toll they	\tilde{i}
corporation by mathemat said instrument w	as signed and world.	
Thompson acknowledged said instrument to be the	free act and deed of said corporation.	
	Mary Es, Olman	
	My commission expire: January 4, 1979.	
	January 4, 1979	
I certify that the within	The state of the s	
I certify that the within instrument 30 minutes A. M. 23 day of 500 recorded in Book 186 Page 134 recorded and conty.	was filed for record at 10 o'clo	ock
of said County 186 Page 134 recor	ESTATE TRUST DEED	en
and went this the 9	L day of co.	
Fees \$ 2,5 pd.	10 1 1975	3
SEAL A	Di Tergusor CLERK	
	12.24	

FOR REAL ESTATE, CHATTEL OR BOTH

Ivy Albert Daniels and wife, Bennie R. Daniels THUS INDENTURE, Made that 23rd day of May . 10.75.

To { DEED OF TRUST | between Ivy Albert Daniels and wife, Bennie R. Daniels, Party | Of the first part, of the first part, and wife, Opal Benefield | WITNESSETH, That whereas, said party | Of the first part, being tadabated to the said part y | of the second part in the num of Ten Thousand Five Hundred Thirty-one

and 00/100 Dollars (\$10,531.00), with interest at the rate of 7-1/2% per annum, repayable in 204 monthly installments of \$91.49 each, commencing on the 15th day of July, 1975, with each subsequent and succeeding payment being due on the 15th day of each month thereafter, with the final installment, if not sooner paid, being due on the 15th day of June, 1992.

> Lot Four Hundred Eighty-eight (488), Section "B" of Southaven Subdivision in Section 23, Township 1 South, Range 8 West, and shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 14, 15 and 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 64, Page 247, in the office of the Chancery Clerk of DeSoto County, Mississippi.

preserve of soil property and sell the same as herein below directed. So on or before MEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		restore restore Buile
Francish appeared before on a Notary Pul Ivy Albert Daniels and wife who exhaustedged that they agreed and delivered the form	e, Bennie R. Daniels going Deed of Trust on the day and year therein mentioned.	numert
Given under any hand and official seal, this 23rd A Commission Expires April 3, 1928 (SEAL)	Thouse a may	OSAS IXIE
STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me.	of said County, this day personally ancested the above of	Seesell.
us minutes P. 26 135 recorded to 186 186 135	1076	k n
Witness my band and seal	A Leranson CLERK	

081 FOR REAL ESTATE, CHATTEL OR BOTH Samuel L. Ivy and wife, Frances L. Ivy THIS INDENTURE, Made this 24th day of May Samuel L. Ivy and wife, Frances L. Ivy, Party DEED OF TRUST Charles B. Fisher and Charles B. Fisher and wife, Judith L. Fisher, Party wife, Judith L. Fishe WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), with interest at the rate of 8-1/2% per annum, repayable in 120 monthly installments of \$18.60 each, commencing on July 1, 1975, with each subsequent and succeeding installment being due on the first day of each month thereafter, and the final installment, if not sooner paid, being due on June 1, and any further amount that the party of the second part may furnish the party of the first park Market Marke Lot 226, Section B, in Brook Hollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 35, in the Office of the Chancery Clerk of said County. This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 122, Page 447, in the office of the Chancery Clerk of DeSoto County, Mississippi. Should the Trailer at may time believe and property, or any part threeof, endangered as a security for and debt. —— be only then forthwith take possession of and property and sell the same as berein below chrected. Should the part Y —— of the first part promptly pay the above stated indicateshees and take personal of and property, and after giving notice of the time, place and beautiful pay the valid but in default thereof the said Trailer sell the same at public section, to the highest builder for each, at such time and place as he shall designate in and absentionment. The proceeds of said shall be applied to the payment of said indicateshees and all costs inwared become and if there he a surplus, such surplus shall be refused to the payment of said indicateshees and all costs inwared become and if there he a surplus, such surplus shall be refused to the part. Y —— of the focus of failure or inability on the part of said Trailer in early the trust hereon of failed, the part Y —— of the focus of the first part of said representatives, can at any time appoint a Trailer to an in his part. Witness our STATE OF MINISSIPPI, DISOTO COUNTY. a Notary Public Sa I yello principled god that they signed and delivered the foregoing Dood of Trust on the day and year therein ment My Commission Explicit April 3, 1979 (XX alson 3 : 575 Notary Public XX STATE OF MISSISSIPPI, DISOTO COUNTY of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first sluly sworn. STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at ____ o'clock H Sminutes P. M. 36 day of 600 1975, and that the same has been recorded in Book 186 Page 136 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 26 day of 1975. Fees \$ 2.50 pd.

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI COUNTY OF DESOTO

By virtue of the authority vested in me in a certain Deed of Trust given by Joe H. Schaeffer, Jr., and wife, Opal Jack Schaeffer and W. T. Wansley, Jr., and wife, Evelyn Wansley bearing date of October 11, 1965 recorded in Real Estate Trust Deed Book 85, page 526 in the Chancery Cerk's office of DeSoto County, Mississippi, I hereby appoint and substitute Joel P. Walker as Trustee instead of H. F. Kelsey, Jr. and J. L. Mann named in said Deed of Trust, the said H. F. Kelsey, Jr. and J. L. Mann not being able and willing to execute said Trust.

The Chancery Clerk is authorized to record this appointment and make a notation upon the margin of the Deed of Trust in Book 85, page 526.

This 23 day of May, 1975.

Etta Mae Bryan Bryan

James M. Morris

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Etta Mae Bryan and James M. Morris, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 23 day of May, 1975.

My commission expires:

Merch 20, 1979

Marquente Lamb Nogary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I centify that the within instrument was filed for record at ______o'clock

Sminutes P M. 21 day of ______ 1975, and that the same has been recorded in Book | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 1980 | 19

of said County.
Witness my hand and seal this the al day of

107

Fees \$ 2.50 pd.

SEAL H. H. Gerguion, CLES

244215

344215 50796

This instrument prepared by:

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed-; and

WHEREAS, All of the notes described in and secured by said trust deed.... have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed....; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR

Charles Edward Henderson and wife, Shirley H. Henderson

8-27-63

Recorded

Description of Property

Book 72 Lot Seven Hundred Ninety Six Page 95 (796), Section C, Southaven

NOW, THEREFORE, in consideration of	of the premises the undersigned	The Bowery Sav	ings Bank
acknowledges full payment and satisfaction to quit claim—and convey—unto said grante and to the real estate described in said trust. The undersigned. The Bower grantor—S that they the legal owner—S as have the lawful right to release and discharge.	hereof, and hereby releases and r. S. their heirs and sest deed, to which reference is many Savings Bank and holder S. of the notes describe the lien thereof.	ser and holder of the notes discharges the lien of said ms all their de for a particular descrip ed in and secured by said t	secured by said trust deed, i trust deed, and to this end right, title, and interest in ption of said property.
IN WITNESS WHEREOF the said hereunto set their hand (or cause thorized so to do) this the day of	The Bowery Savings	ed hereto by and through	
	9 -	The Bowery Savings	Patrik
	Frederick H.	Diagraph Des	UTY MONTEAUE OF FUEL (AU)
COUNTY OF SHELBY			
On this day of	19 beforesonally appeared	re me, a Notary Public	in and for said State and
me known to be the person described in an the same as free act and deed.			red thathe executed
WITNESS my hand and Notarial Scal a	at office the day and year above	written.	
My commission expires			Notary Public
STATE OF THE NAMES AND YORK COUNTY OF THE PARKETES NEW YORK	day of	. 19	
Before me, a Notary Public in and for sale			onally appeared
and who, upon oath, acknowledged himself to the within named bargainer, a corporation, an going instrument for the purpose therein cents	of that he servery MOSTGARE	no of the Lists	am personally acquainted. BOWERY, SAVINGS PANK to do 15 Igned A. Del Ivere
WITNESS my hand and seal at office in_	NEW YORK	, NEW YOU	En Ste on
My commission expires		- Wenn	Notary Public
The second secon	day of	, 19_	Hotary Public, State of New York
DO HOE WY	rite below this line - FOR REGIST	TRS USE ONLY *	Qualified in Kinga County Term Expires March 30, 1977
ATE OF MISSISSIPPI, DESOTO	COINTY		
S minutes P.M. 216 day corded in Book 1816 Page 13	instrument was file		
said County. Witness my band and seal th			
e \$2.50 pd.	100	war	1975.
200	11 45	-	1

CANCELLED BY AUTHORITY RECORDED IN BOOK

197 PAGE 317

THIS 17 DAY OF March 19 76

CHANCER CLERK

Mississippi Dunkers Association Form No. 1 (Bavised Dec. 1958) L. A. N. D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

HERMIE H. ADAMS, SR. and wife, EVELYN K. ADAMS,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD,

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

of the third part, hereinafter designated as the Beneficiary.

and payable as follows, to-wit: one (1) Promissory Note in the principal sum of EIGHT THOUSAND DOLLARS (\$8,000.), with interest from date as set forth in said Note, due and payable in two (2) annual installments of FOUR THOUSAND DOLLARS (\$4000.) each, the first of said annual installments due and payable on or before June 15, 1976, and the second annual installment due and payable on or before June 15, 1977, with interest on the unpaid principal balance payable annually with each of said annual installments; the second Promissory Note in the sum of EIGHT THOUSAND NINETEEN AND 36/100 DOLLARS (\$8,019.36), due and payable in twenty-four (24) monthly installments of principal and interest in the amount of THREE HUNDRED THIRTY-FOUR AND 14/100 DOLLARS (\$334.14) each, the first of said monthly installments being due and payable on or before June 15, 1975, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full, with interest from maturity as set forth in said Note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Twenty-Three (23), Township One (1), Range Eight (8),

State of Mississippi, and more particularly described as follows, to-wit:

Lot 677, Section C, Southaven Subdivision, as recorded in Plat Book 2, Pages 19 - 22, of record in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter spected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom:

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the heneficiary herein, or any owner or helder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attoracy's foces and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this convoyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary or at the request of any owner or holder of the notes accured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then supaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section Exit for the Massisalppi Code of 19 % and amendments if any thereto, and a request for sale hereunder, may be made by

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or continue to the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1-55 Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary horein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mall to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the heneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may bereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance herein before set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may produce said insurance and pay said taxes and assessments, or redgem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redgeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof. taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 26 day of May, HERMIE H. ADAMS, SR.

COUNTY OF DESCRIPPI.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named HERMIE H. ADAMS, SR. and wife, EVELYN K. ADAMS,

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given ander my hand and official seal, this the 26th day of 19 75. My Commission Expires: une 2, 1977 Roberson

STATE OF MISSISSIPPI, DESCRI	TO COUNTY		ARTHUR DO HOUSE AND
1 cortify that the within 45 minutes P. 1. 26 de recorded in Book 186 Page 1	Instrument was	filed for recor 1975, and that FREAL ESTATE TR	d at 4 o'clock the same has been UST DEEDS
Witness are band and real			
5.00	f, i Z	N G. Je	iguson, Cl

CANCELLED BY AUTHORITY RECORDED IN BOOK DAY OF Detolun 1975

149

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

GERALD WILBORN CHATHAM, SR. and wife, KATHRINE R. CHATHAM, of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD. Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK.

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE HUNDRED AND NO/100-------- DOLLARS) evidenced by one promissory note of even date herewith in favor of (\$ 500.00 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: on or before September 1, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Thirteen (13), Township Three (3), Range Hight (8)

State of Mississippi, and more particularly described as follows, to-wit: State of Mississippi, and more particularly described as follows, to-wit:
Lying and being situated in the Town of Hernando, DeSoto County, Mississippi, in Section 13, Township 3, Range 8 West, more particularly described as follows, to-wit: BEGINNING at the Northeast corner of the E. L. Rawls brick store building, running thence South 90 feet to a stake in Lot 129; thence East 25 feet, more or less, to the McIngvale Garage lot; thence North along the West line of the McIngvale Garage lot and the Standard Oil Filling Station Lot 90 feet to the North line of Lot 127; thence West along the North line of Lot 127 to the point of beginning, and beingfurther described as the old office building and Lot commonly known as the old Dr. Weissinger office and Lot on the South side of the public square in the Town of Hernando, and being one and the same Lot as conveyed from Mrs. Cora Weissinger to Gerald W. Chatham, Sr., recorded in Deed Book 38, Page 125 of the Deed records in the office of the Chancery Clerk of DeSoto County, Mississippi. sissippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached thereform.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expensed or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby, shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenunt herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, soil said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such saie shall be made by a viving notice of the time, place and terms of saie as required by Section 132 of the Masiasippl Code of 15 2 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1-

ments on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish amnually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Highth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantes this too property of May I willing the state of the grantes this too property of the state of the grantes this too property of the state of the grantes the grantest the gr Katherine R. Charkan STATE OF MISSISSIPPI, COUNTY OF DESCTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, within named GERALD WILBORN CHATHAM, SR. and wife, KATHERINE R. CHATHAM, who severally acknowledged that they

eigned and delivered the above and furgroing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the Althay of My Commission Expires May 6, 1978 My Commission Expires:

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 55 minutes A. M. 27 day of May 1975, and that the same has been recorded in Book /86 Page /42 records of REAL ESTATE TRUST DEEDS of said County .. Witness my hand and seal this the 27 day of

aren samue

5.00

CANCELLED BY AUTHORITY RECE DEED IN ROOK 214 PAGE 750

CANCELLED BY AUTHORITY RECORDED IN CHEEK

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

DESOTO WOODS BAPTIST CHURCH, a Mississippi Corporation,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD,

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWENTY THOUSAND AND NO/100-----

(\$ 20,000.00) evidenced by one promissory note of even date herewith in favor of as set forth in said Note

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of FOUR HUNDRED FIVE AND 53/100 DOLLARS (\$405.53) each, with the first of said monthly installments being due and payable on or before July 1, 1975, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Two (2), Township Two (2) South, Range Eight (8)

BEGINNING at a point in the east line of said Section 2257 feet south of northeast corner said Section, said point being the northeast corner of the A. B. Baggett tract as recorded in Deed Book 43, Page 219; thence south along said section line 372 feet to southeast corner said Baggett tract; thence west along said Baggett south line 375 feet to a point; thence north 326 feet to north line said Baggett tract 375 feet to the point of beginning and containing 3.0 acres, more or less, TOGETHER WITH an easement 30 feet in width along the south line of the Baggett 3.3 acre tract adjoining said 3.0 acre tract for ingress and egress to Broadside Drive. Broadside Drive.

g. Juguson de Pald, Satisfied

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prumpt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary barein, or any owner or holder of the noise or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and vold, otherwise to remain in full forces and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the honeficiary, or at the request of any owner or holder of the notes or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such saie shall be made by giving notice of the time, place and terms of sale as required by Section CEA of the Minimispipi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of t

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is bereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

55

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper tainable, or in such amount as may be approved by beneficiary, his successors or assigns, and shall be deliverloss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be deliverloss to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of less and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of less the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said laud, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically piedged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon any, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and prefits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the halance thereof to the payment of any indebtedness secured hereby.

Pitth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes of an expension of the coverage of the contract of the coverage of the cover

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act inability of any such appointee or substitute shall have all the powers in the execution of this trust as are vest-as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vest-as trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder as notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 274 day of May,

DESOTO/WOODS BAPTIST CHURCH President J. D. NABORS - Secretary

STATE OF MISSISSIPPI,

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the gath, day of

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid.

C. L. COTTON, President, and J. D. NABORS, Secretary,

respectively of the above named DeSoto Woods Baptist Church,

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, and de-livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereante first duly authorized so to do.

Given under my hand and official seal of office, this the 27%

My Commission Expires My Commission Expires May 6, 1978

LAND DEED OF TRUST

7. 13 7.05 P. M.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	unt was filed for		day of	is my office. of office, this	, 19	, D, G,
Filled for Record WNR.	STATE OF MISSISSIPPI Charles County	I certify that this Deed of Trust was filled for	the toy of strong	the recorded the	Hook No. Witness my hand and seal of office, this	day of	PUBLISHED BY HEDERMAN BROTHERS

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 27 day of May 1975 and that the same has been recorded in Book 186 Page 145 records of REAL ESTATE TRUST DEEDS ecorded in Book 186 rage 11.

f said County.

Witness my hand and seal this the 27 day of May

ees 9 — pd.

EAT H H Mayur , CLERK of said County. reas 9 - pl

<u>a</u>

recorded in Book/86 Page 150 records of REAL ESTATE TRUST DEEDS of REAL ESTATE TRUST DEED OF REAL ESTATE TRUST DE

e 8 × 4 m

Miller S

4057 ORDER TO CLERK TO CANC	LE DEED OF TRUST	Class
STATE OF MISSISSIPPI, }		11/2
DeSoto County.		
KNOW ALL MEN BY THESE PRESENTS: The Olive Branch, Miss.	ar Bank of Mississippi	
pearing date the 25th day of April	the beneficiary, does hereby certify	that a certain trust de
ine Black of De	Soto County to Bank of	lack and wife. Mississippi
he above named beneficiary, and recorded in the of	ice of the Chancery Clerk of DeSata	
ounty, in the State of Mississippi in Land	Trust Deed Record No. 141	on page 238
the Record of Trust Deeds, on the 1st	day of May A. D. 19	72 is now fully pai
	the Chancery Court of said	
id County also as provided by law.	in full upon this said instrument and that this order be reco	rded in the records o
	Bank of Mississippi, Oliv Leggy Mitch	
	- marin	
ATE OF MISSISSIPPI. DeSoto County. #E.		
Personally came and appeared before me, the und	ersigned sutherity a notary of	ablic
rered the above and formular to	reg milichell who acknowledged	that he signed and
ered the above and foregoing instrument on the di		
/4/more \	Belley L. Hollow	_A D, 19_Z
munishion Expires Feb. 3, 1979	TOTAL DE NORVEN	
The same of the sa		
	Directors-Satisfaction 27244	17 7 7
E OF MISSISSIPPI, DESCTO CON	rument was filed for	11 -1-2-1
minutes A.M. 27 day of rded in Book 186 Page 151	May 1075, and that the sa records of REAL ESTATE TRUST DE	me has been EDS
No. of the second secon	the 27 day of may	

4057 ORDER TO CLERK TO C	THEEL DEED	OF TRUST			
STATE OF MISSISSIPPI, DeSoto County.					
KNOW ALL MEN BY THESE PRESENT	rs: That Bank	of Mississ	looi		
of Olive Branch, Miss.		the b	anatiniano don t		
bearing date the 9th day of Ju	y	_19 73 muta	and annual to	Towns to co-	ertain t
e, Wanda J. Cockrell of	Olive Branc	h, Miss.	eno executed by.	Bank of Mice	kre!
the above named beneficiary, and recorded in					
County, in the State of Mississippi in	and	T.	Desoto		
of the Record of Trust Deeds, on the 12th	day of	- I rust	LNed Record Na	162 on pag	
nd satisfied, and I do hemby authorize the Ci	ork of the Charesan	July		A. D. 19.73, is	now fu
ounty to enter satisfaction and certificate of pa					
tid County also as provided by law.	ATTICLE OF THE SECURE	and and instrume	of and that this	order be recorded in	the rec
			1 20	, Olive Branc	
		I	974 TI	ritcheel	ب
ATE OF MISSISSIPPI,) DeSoto County.) 18.					
Particular II					
Personally came and appeared before me, if and for County and State afcresald.	to understance out	ionity. 22	Wary /	ille	
	385 74E	Shill	who	xknowledged that h	a signe
vered the above and foregoing instrument on			orein mentioned.		
Given under my hand and seal of office this	2/2/	- m or) 2	llay	Λ.	D. 19.,
		Tool Comment	res Nov. 5, 1976		
2			HS 11077 5, 1970		

no minutes A. 27 may 1975, and that the same has been 1975 may hand and seal this the 27 day of May 1975.

Fees 8 2.50 m

THE RESERVE OF THE PERSON NAMED IN	A STATE OF THE PARTY.			11136	Cle
STATE OF MISSISSIPPI, DeSoto County.					
KNOW ALL MEN BY THESE PI	RESENTS: That	Rank of Missi	usippi		
of Olive Branch, Miss.		the be	neficiary, does he	reby certify ti	nat a certain trus
bearing date the 4th day of	November	19.74, made a	nd executed by_	James D	. Clements
, Sheryl M. Clements	of Olive Bran	ch, Miss.	, to.	Bank of	Mississipp
the above named beneficiary, and recon	ded in the office of th	e Chancery Clerk of	De	Soto	
County, in the State of Mississippi in	Land	Trust (Deed Record No.	182	on page 65
of the Recard of Trust Deeds, on the	12th day o	December		. A D. 19_	74 is now fully
and satisfied, and I do hereby authorize	the Clerk of the Char	cery Court of said	DeSoto		
County to enter satisfaction and certifica	te of payment in full s	pon this said instrume	of and that this	order be recor	ded in the recon
aid County also as provided by law.					
		Bank-of	Niccissipp	i. Oliva	Branch, Wie
			ggn)	The second second	
			117	u.c.	
TATE OF MISSISSIPPI.					
DeSoto County.					
Personally came and appeared before	e me, the understance	authority A	AL.	000	
and for County still State aforesald	for n	teles			
olivered the above and foregoing instru	ment on the day and	date for the name of			that he signed
Given under my hand and seal of o			72-		
A most		(1)	12		A D 192
31		My Comm. Is	piros Nov. 6, 19	74	
The second of					
The second second	Until	1-04099000 8/844	DESCRIPTION OF THE PARTY OF THE	THE	

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at // o'clock ho minutes A. M. 27 day of May 1975, and that the same has been recorded in Book 186 Page 153 records of REAL ESTATE TRUST DEEDS of said County.

Titness my hand and seal this the 27 day of May 1975.

Page 250 pd.

CLERK

PARTIAL RELEASE

Whereas, on January 29, 1974, Alodex Corporation, a Tennessee corporation, and Southaven Land Company, Inc., a Mississippi Corporation executed a Deed of Trust to James W. McDonnell, Jr. and William S. Solmson as Trustees for First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, and Walkem Development Company, which Deed of Trust is recorded in Real Estate Trust Deed Book 171, page 51 in the office of the Chancery Clerk of DeSoto County, Mississippi; and Whereas, on August 28, 1974, a Modification and Reapportion Agreement was executed by the First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, Walkem Development Company, Inc., Alodex Corporation, Southaven Land Co., Inc., Commercial and Industrial Bank, Admiral Realty Company, James W. McDonnell, Jr., Trustee, and William S. Solmson, Trustee, said agreement being of record in Real Estate Trust Deed Book 179, page 53 in the office of the Chancery Clerk of DeSoto County, Mississippi, and under the terms of said Modification and Reapportion Agreement, the indebtednesses to the various secured parties and the real properties securing them were divided, separated and segregated, and Union Planters National Bank received a separate note for \$1,125,000.00 and was allocated as security property therein described in Exhibit "B", which includes the property hereinafter specifically described; and

Whereas, Union Planters National Bank has assigned and transferred to Wallace E. Johnson the aforementioned note and its separate and segregated part of said Deed of Trust, said assignment being recorded in real estate trust deed book 183, page 111, in the office of the C hancery Clerk of DeSoto County, Mississippi;

Whereas, Wallace E. Johnson desires to release from the lien of said Deed of Trust, as modified and reapportioned, the property hereinafter described;

hereinafter described

Now Therefore, for value received, Wallace E. Johnson, as the owner and holder of the indebtedness hereinabove referred to, does by these presents release and forever discharge from the lien and encumbrance of the Deed of Trust recorded in real estate trust deed book 171, page 51, as aforesaid, as modified by the Modification and Reapportion Agreement recorded in real estate trust deed book 179, page 53, as aforesaid, the following described property situated and being in the County of DeSoto, State of Mississippi, to-wit:

Part of Section 24, T-1-S. R-8-W, DeSoto County, Mississippi, more particularly described as follows:

The point of beginning of the herein described property is

of Section 24, Township 1 South, Range 8 West, DeSoto County,
Mississippi, 850 feet south of the north line of said Section
24; thence west at an angle in the southwest quadrant of
90 degrees and 32 minutes 85 feet to a point in the west
line of Hamilton Road at the northeast corner of the ITT American
Electric Company Property THE POINT OF BEGINNING; thence west
along the north line of said LTTT American Electric Company along the north line of said ITT American Electric Company Property and at an angle in the northwest quadrant of 89 degrees and 28 minutes 508.8 feet to a point in the southeasterly line of a Texas Gas Transmission Company easement; thence north-easterly along the southeasterly line of said easment and at an interior angle of 38 degrees and 46 minutes 583.38 feet

to a point in the westerly line of Hamilton Road; thence southwardly along the westerly line of Hamilton Road 375.93 feet to the point of beginning, as per survey of W. H. Porter, Civil Engineer, dated April 8, 1975.

The Clerk of The Chancery Court of DeSoto County, Mississippi is authorized and directed to refer to this partial release by proper notation on the margin of said Deed of Trust.

But this is a partial release and as to all other property described in and conveyed by said deed of trust and not heretofore nor hereby released, the line of said trust deed shall continue in full force and effect.

WITNESS the signature of Wallace E. Johnson this

Wallace E. Johnso

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me Thomas C. W. S. the undersigned notary public in and for said County, the within named Wallace E. Johnson, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this day of the day

Notary Public

My commission expires: June 33,1971/

MY COMMISSION EXPINES JUNE 22, 1977.

CONSENT TO PARTIAL RELEASE

The undersigned, as endorsers of that certain promissory note the sum of \$1,125,000.00, described in the Partial Release hereinabove, hereby consent th said Partial Release on this

Remmons Wilson

witness the signature of Kemmons Wilson this // day of
Kemmon's Wilson
STATE OF TENNESSEE COUNTY OF SHELBY
Personally appeared before me Thomas C UR att The the undersigned notary public in and for said County and State, the within named Kemmons Wilson, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this day of therein, 1975.
My commission expires: June 30 1911
MY COMMISSION EXPIRES JUNE 22, 1973
And these the signature of Dorothy Lee Wilson, this Hay of
STATE OF TENNESSEE
Personally appeared before me Thomas & Unio HT JR the undersigned notary public in and for said County and State, the
within named Dorothy Lee Wilson, who acknowledged that she signed and delivered the foregoing instrument on the May and year therein mentioned. Given under my hand and seal this May of Color 1975.
My Commission Expires: June 22, 1971
Witness the signature of Alma E. Johnson, this M. Hay of
Olive & Jeliuson
COUNTY OF SHELBY
Personally appeared before me Thomas Curio JR., the undersigned notary public in and for said County and State, the within named Alma E. Johnson, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this the day of the property is the property of
1 101114
My Commission expires: June 10, 1977
STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at // o'clock recorded in Book 186 Page 154 records of REAL ESTATE TRUST DEEDS Witness we have
Witness my hand and seal this the 21 day of may 1975. Reas \$5.00 pd.
CLERK CLERK

				2/19	PAGE DO S	— 19 <u>77</u>
	ST-MISSISSIPI				CHANCERY CLERI	
First Payment Date b-23-75 Agreed Rate of Chg. 20-34 Assident & Health Insurance President	Pical Payment Date 5-23-78 Cash to Barrower 1497 - 50 Life Ins. Pression 45 - 78	Loan Number 5891-7948 Recording Fam 2 - 50 Prin. Am't of Loan 1546 - 78	Date of Mote 5-23-75 Vehicle Ins. Premium Interest and Changes 532-22	No. of Parts 36 Household Go Premium Amount of No. 2079 • 0		
Davi 1344 Sout	(GRANTORS) (Names and Ad tha S. McRae d M. McRae Northfiel haven, Ms.	dresses) e i Jr• i 38671		COMM 4466 El Memphis	(GRANTEE) IERCIAL CREDIT F Vis Presley Bl In. A Tenn.	vd. Corp. herein-
THIS DEED OF T. Grantors (who resident to the series of Note" above, pay 2. For the pay 3. This convey debtedness that may ment of any sum with the note or notes see payment of attorned promptly paid when the series of the ser	RUST made the date at the address at the address at the address at the instalments able in instalments of securing reconvey and warra convey and warra convey and warra the may be expended the may be expended to the and demands of the and demands and warrants of the and warrants	te indicated immediation above) and the nercial Credit Plan, in amounts and at oppsyment of said to tunto Trustee the nature to secure thowing to the Grant ded or any indebtee a payment of premier items expended in antee shall cancel to the trust that the cancel to the trust the trust that the trust trust the trust trust the trust	ately above the si Trustee named in herein called Gra times shown above an and interest to real property (he prompt paymen se under the term liness which my be- ims for insurance, in the protection of the protection of the protection of the protection of the protection of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the pro- tice of the protection of the protection of the protection of the pro- tice of the protection of the pro	gnatures lines at Paragraph 7 h Paragraph 7 h inter for the are erein called "Ro to f the afores a of this matrue incurred by the control of this security, on at the rate of record at the	AUSTRONION X 1 ed Commercial t the end hereof, between ereof, witnesseth: mount of money shown naturity at the highest ealty") described in Para aid indebtedness, and as ment and secured hereby he Grantor herein, or an ment of taxes on the said If all indebtedness secu- herein specified, then in a expense of Grantors, ot	credit Plan the above described in the block "Amount legal contract rate, ugraph 8 below, by and all other in- ty, including the pay- ty owner or holder of property, or in the ured hereby shall be that event this con- terwise to remain in
against such Realty ors promissory note encumbrances and it pay all such taxes. Grantors or may be 5. Grantors wi insured against loss be acceptable to Gra amount of insurance proper loss payable be delivered the not or the owner or hold covered by this conv the terms of this in fi. If default as	unless noted in P. (ii) all taxes and in good repairs. If a good repairs. If yellow the good repairs is a sum of money retained from the list all times during or damage by fire obtainable, or in a clause, making all less secured hereby for of said secured wyance and shall it strument next after yould be made in the	aragraph 8 below 0 assessments upon 6 Grantors should neg thus expended are proceeds of the sale ag the continuance , storm, war damag inty under the first such amount as may losses, if any, payal as additional serve be due and demanda e such additional its	irantors agree (i) said Realty and o elect or refuse to secured by this l of said realty of this deed of tr e and other hazar deed of trust her be approved by (ole to Grantee, its rity. If Grantors said insurance and the on the date o	to pay prompt to pay all taxes as Deed of Trust ust keep the buts in such reliaseinafter referre Grantee, and all successors or a defaults in obt it any and all suff maturity of the made or incur	expense of Grantors, of expense of Grantors, of that there is no encun ly said debt, as provided frust and (iii) to keep maforesaid. Trustee at requand shall be repayable uildings and improvement his insurance company, of to in Paragraph 8 below policies covering the saising the aforesaid insurance in the insurance continues in the insurance covering the saising the aforesaid insurance in the installment which marked seured hereby, or charge the levied on said Ream to the become due and payable his place, shall sell said I sale, the costs and expensand lastly, any balance	abrance of any kind berein and in Grant- id Realty free from uest of Grantee may upon demand from ts on said premises r companies, as may w, for the maximum ne shall contain the ill appear, and shall irance, the Grantee d insurance shall be y become due under
aforesaid or any ext in bunkruptcy should should fall to keep a the whole amount re mand. The Trustees with the requirement Deed of Trust shall I paid to Grantors.	ension or renewal to be filed by or again and perform all ter maining unpaid on hereinafter numed t of appropriate St se first paid, next to	hereof or If any ex- nst Grantors or if G ms and conditions had premissory bot in this Deed of Tra ate law, and out of he amount said inde	or any installment crantors should ma erein contained, of e shall, at the opt lat, or any success the proceeds aris btedness then res	of the debt so the or other writes ske an assignment or if Granter ships of Granter sor appointed in ling from such a mining unpaid,	cured hereby, or charge it be levied on said Rea on for the benefit of cred ould deem itself or said become due and payable his place, shall self said I sale, the costs and expens and lastly, any balance	s after maturity as ty, or if a petition iters, or if Grantors debt insecure, then, at once without de- cealty in accordance es of executing this remaining shall be
1139 Sha from time to time.	olimar St.	County, Mississippi.	o. Grantee is empow	sered hereby to	d - treet, Jackson, appoint substitute and/or y of Desoto	mnd Ms.
Township 1 :	Section "0 south, Rang n the Offic	" SOUTHWAVE e & West, a: e of the Ch	N WEST Sub s per plat ancerv Cle	division, thereof ck of Des	in Section 23 in Plat Book 5 oto County, Mi rticular descr	Pages
9. The waiver of subseq dress of Grantors sho spective heirs, persons IN WITNESS W.	r indulgence of an pent default. Time own herein. This De al representatives.	NG. 1 Hemph by default with res is of the essence he sed of Trust shall in successors and/or m have hereunto set	pect to any of the reof. Any notices bure to the benefit wigns. their hands and a	e terms and co to Grantors she and be binding seals, this		shall not operate mailed to the ad- ntee and their re- 1975
Lyani.	Zetu	Oriei	r for Acknowledg	ment)	m m±Ro S. M=Ro	(Senl)
		Tri	sticate Office File plicate Customer			

ANG	23 day of PUBLIC of the State and County aforesald, MAHAA S. McRAC	personally appeared DAUIC M. McRAC, It.
	the Deed of Trust appearing on the reverse on the day and year therein mentioned. and the day and year above written.	e side hereof and acknowledged that
My Commission expires.	4-20-76	Notary Public.
(Notarial Seal)		
		STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filled for record of 100 Scand that the same has been recorded in Book No. Page. Facords of Trust Doeds of Trust Doeds of said County. Witness my hand and sed this day of 100 Scand.
recorded in Box	and and seal this the 27	DEED O Green at // o'clock and that the same has been ESTATE TRUST DEEDS 1975. And May CLERK

265 494

THIS 4 HAY OF May. 19 80

CHANCERY CLERK

This Indenture, made by and between

R. Dale Ashmore and wife Adelaide S. Ashmore, parties

party of the first part

Jack H. Patrick

party of the record part, as Trustee; and

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

Lot 229, Section "C", Carriage Hills Subdivision, in Section 24, township 1, South Range 8, West as per revised plat, Bearer of recorded in Plat Book 3, Page 38, and 39 in the Office of Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 7.143.00, evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Sixty (60) monthly installments in the amount of One Hundred Nineteen and 05/100 Dollars (\$119.05) each; first of said intallments being due and payable on June 8, 1975 one of such installments on the 8th of each month thereafter until said debt is paid in full.

and any further sums which the purry of the third part, or any holder or holders of the notes hereby secured may advance to take care of terms, insurance, or prior encumbrances on the above described real attate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the care of eight per cent per annum from date of payment to date of mimbursement, shall become a part of the indebtedness security beteby.

The party of the first part agrees to keep the improvements on said property in a good same of repair, and to instant the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his maigns, for the insurable value thereof, with a regulation mortaagee's subsequence clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimburgement, shall become a part of the indebtedness secured hereby.

NOW, THERIFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if taid party of the first part shall fail to pay and notes, or any of them, or any part thereof, or the interest thereog, when due, or shall fail to pay the texes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby surhorism and fully empowers said truster, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is airtuated at the time of the sale, within legal hours, at public outcry to the highest hidder for each, after the sating trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and it authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this event, including a reasonable fee for himself.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his amorney, then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property, then he shall pay any balance of principal and interest which shall be due on the indebtedness accured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described nates, may at any time appoint another Trussee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the_

3. (Zuno

1. margan

and May

R: Dale Ashmore

19_Z=

Adelaide S. Ashmore

STATE OF	Tennessee Shelby	
Personally	appeared before me, the undersign	gned Notary Public, in and for the State and County aforesaid, the within named
	R. Dale Ashmore,	and wife, Adelaide S. Ashmore, parties
who acknowled	iged that Diey signed and de	elivered the foregoing trust deed on the day and year therein mentioned satheir
voluntary act a Given un	nd deed. der my hand and seal this the	941 m a May (31 719)

recorded in B	the within instrument was filed for record a M. 27 day of May 1975, and that the 186 Page 169 records of REAL ESTATE TRUST and seal this the 27 day of May	at _// o'el same has b DEEDS
Feen 9 3.50 pc	SEAT H. D. Ferguson	, CLERK
MEMPHIS TITLE	TRUST DEED FROM R. Dale Ashmore & Adelaid Ashmore TO Jack H. Patrick FOR THE USE OF A.D. 1975 at N. octock M. and A.D. 1975 at N. octock M. and this day fully recorded in Trust Deed Encord These	WITNESS my hand and official seal, this day of

STATE OF MISSISSIPP

Ashmore

of the Chancery Court County and Sente afort within instrument of w

TITLE INSURANCE is the only protection against real estate

MTC form 0017

SUBSTITUTION OF TRUSTEE

WHEREAS, on May 26, 1972 a Land Deed of Trust was executed by William Taylor Walls, Jr. and Marlene Walls to Delta Title Company Trustee for National Mortgage Company which Deed of Trust is recorded in the office of the Chancery Clerk of Desoto County, Mississippi, at Hernando in Deed of Trust Book 144 at Page 100 , and,

WHEREAS, Said Deed of Trust was assigned by
National Mortgage Company to Government National Mortgage Association
by assignment dated June 23, 1972 and recorded in the office
of the Chancery Clerk aforesaid in Book 144 at Page 288, and,

WHEREAS, said Deed of Trust was assigned by Government
National Mortgage Association to Bradley Mortgage Company by assignment
dated October 19. 1972 and recorded in the office of the Chancery
Clerk aforesaid in Book 149 at Page 507, and,

WHEREAS, by Charter Amendment filed September 5, 1974 in the office of the Secretary of State, State of Mississippi at Jackson, Mississippi in File C-83214, Bradley Mortgage Company became Fidelity Mortgage Company thereby constituting Fidelity Mortgage Company as holder of said Deed of Trust, and,

WHEREAS, Fidelity Mortgage Company, as the holder of the aforesaid Deed of Trust, desires to substitute another trustee in the place and stead of the said Delta Title Company as it has a legal right to do under the terms and provisions of said Deed of Trust,

NOW, THEREFORE, Fidelity Mortgage Company, acting by and through its duly authorized officer, does hereby nominate and appoint ROY D. POWELL in that certain Land Deed of appoint ROX D. POWELL in that certain Land Deed of Trust recorded in the office of the Chancery Clerk of Desoto County at Hernando , Mississippi in Book 144 at Page 100

WITNESS THE SIGNATURE OF THE CORPORATION, this 20th day of May , 1975.

FIDELITY MORTGAGE COMPANY

Senior Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert O. Denny who is an officer and the Senior Vice President of Fidelity Mortgage Company, who acknowledged that he executed and delivered the fore-going Substitution of Trustee for and on behalf of said corporation, after having been duly authorized so to do.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this 20th day of

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1/ o'clock 30 minutes A. M. 27 day of May 1975, and that the same has been recorded in Book 186 Page 161 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 27 day of

2.50

H. G. Gerguson

	Walter G. Dotson, et ux,				
	Ruth Byrn Dotson	THIS INDENTURE, Made this	27th day of	May	19 75
	B. H. Norwood	between Walter G. Dots		Parties of the	first must
		and B. H. Norwood, 1		of the s	econd part.
	their one joint note of evinstellments of principal on or before one, two, three installments bearing six (said interest being payable note carries full pre-payable axxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	b)percent interest per annually on the total ent privileges without	ir Thousand Dollar id amount, and du 0.00 each, with one or date, respective annum, payable and unpaid principal	e (\$1,000.00), ever in four equal a sof said install ely, and with ead unally, from date balance, and whi	idenced l nnusl meats du h of said until pai dw said
	payment of the same when the: Therefore, in	consideration of the premises, and the premises are premised in the premises and the premises are premises and the premises are premises and the premises are premises and premises are premises and the premises and of the premises and of the premises, and the premises are premises.	the part 168 of the first be sum of One Dullar in the part 165. Transce, the part 165. County of DeSoto, and state a part to the part 165. XACCURATE AND	part having agreed to secure to 108 of the first part ha Ve this do f Ministrippi, viri MANAKA VE XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	the prompt of first part on granted, which was examined e
	Commencing at the Southwest of said Quarter Section 700 Vista Lakes Subdivision 814 thence North 4 degrees 35 m 426.12 feet to a point; the to the South line of said N minutes 25 seconds East and in the North line of said B 26 seconds West along the N and as said lamis are shown and a copy of which survey:	corner of said Quarter feet to a point; then 19 feet FORTHE POINT of inutes 17 seconds West nce North 86 degrees 20 orwood lands, 516.75 fe along the West line of uena Vista Lakes Subdiv orth line of said Subdiv	r Section; thence be East along the OF BEDINNING OF THE along the West limes in the minutes he second to a point; the the Botsons landwision; thence Southvision, 509.76 fee	North slong the W North line of the E LANDS BEING COM ne of the Norwood is East and para ence South 3 deg s 427.26 feet to th 86 degrees 34 et to the point of	West line Buena WEYKD; lands, llel rees 39 a point minutes
	Said lands are the same land deed of this da te, and this deferred part of the purkhas against said lands.	is conveyed to First Pa s is a purchase money o se price for said lands	rties by Second Priced of trust secun end this is a fir	erty and wife by ring the payment st and paramount	warranty of the lien
	The aforementioned note prov failure to pay any one of the said annual interest, shall mature the entire indebtedne	Operate at the outles	I installments of	principal when de	ie, or
		efore provided, ex- ctions could the part ctions could not the time, place and ten- idder for cash, at such time and place one and all costs incurred herein, and if	LOS — of the first part promp then this instrument to be void in of sile, by advertisement acc is he shall designets in mid orb there he a surplus, such surplus trust bearin confided, the part— to set in higherard.	oth pay the above stated ind ; but in default thereof the sain ording to law in DeSeto Cou- retisement. The proceeds of shall be refunded to the next	chtedress I Tenstess sty, shall
- 1	STATE OF MISSISSIPFI, Desoto COUNTY. Personally appeared before me. the Walter G. Dotso: who acknowledged that they each signed	n and his wife, Ruth By	Court Clerk	yrn <u>Dotson</u>	n named
	Given under my hand end official seal, this	Z7Th day of Ma			and the
	My Commission Expires January		O Skampson		Clerk D. C.
- 1	STATE OF MISSISSIPPI, DeSOTO COUNTY.		Ye Park		
	Before me,	ope of the subscribin	of said County, this day g witnesses to the foregoing Deec	personally appeared the above of Trust, who, being first dul-	named
- 8	deposeth and south that he saw the above named school successions.		V		Carrier St.
	of said County.	in instrument was fiday of may 1 [62 records of	.975, and that t REAL ESTATE TRU	the same has be	een
- 4	Witness my hand and sea	this the 27 de	may	19,7	5.
	Fees 2.50	SEAT HH	Feren	1	10
	day of March 19.78	A SI	Jugusi	- CLERK	
78H 7	Day of Treated 14.11		()		

B'7/ nowor

STATE OF MISSISSIPPI, DeSate County.	45,					
THE RESERVE THE PARTY OF THE PA						
KNOW ALL MEN BY THE		Peoples	Bank & Trust,	Ooive Branch,		
of Olive Branch		2 1 3	the beneficia	ry, does hereby certif	y that a certain to	ust deed
bearing date the 17th de	y of Oct	19	Z3., made and exc	cuted by T. W.	Williams and	wife
Alberta Williams	of 01	ve Branch.	Miss	Peoples	Bank & Trust	
the above named beneficiary, and	recorded in the offic	e of the Chance	ry Clerk of Des	Soto		
County, in the State of Mississippi	in Land		Trust Deed R	lecord No. 167	on page34	9
of the Record of Trust Deeds, on	the 23	day of O	ctober	A. D. 1	9 <u>73,</u> is now fu	lly paid
and satisfied; and I do hereby auth	orize the Clerk of th	e Chancery Cou	n of wid I	eSoto		
County to enter satisfaction and cer	tificate of payment i	n full upon this	said instrument and	that this order be n	scorded in the rec	ords of
said County also as provided by lav	•					
			Peoples Bank	& Trust, Olive	Branch, Mie	s
				000		
			Jan	-000 Ja	yee V, Os	علمه
			The same			
DeSoto County.						
			Α			
Personally came and appeared	before me, the unde	reigned authority	, and	B. Janes,	a Motory	Pel
and for County and State aforesaid	Marie Value of the latest terms of the latest	C. Van	Can't land	who ecknowled	y ged that he signs:	and .
elivered the above and foregoing is	patrument on the de		The state of the s			
Given under my hand and seal	of office this 8	3 2	ay of.	May	A. D. 19_	7J-
Carlo Land			Quel	B Om		
MoTA			NI	Oliv.		
S. PUBLIC MY	COMMISSION EXPIRES A	WY 18, 1976	- 1 /0-12m	1 Junto		-
	Contract of	PVANTHOT-EVERHALOON	0 0/000			

TE OF MICCION						
certify that the worded in Book 15 6 P	ithin instr	ument was	filed for	Theory		
orded in Book No Poseid County,	Ed 163	records		That the sa	ne has bee	k
Itness my hand and	seal ship as	20	- ALGIA	DE!	EDS	
3.50 pd	CHARLES TO	24	day of	may		

KMOW ALL MEN BY THESE PRESE	MTS; That National Mortgage Company
of	
does hereby certify that a ce	rtain trust deed hearing date the 22nd day of
	made and executed byStanley Wiygle & Wf.
	to National Mortgage Company ;
	recorded in the office of the Chancery Clerk of
Dig.	County, in the State of Mississippi in
HI STATE OF THE ST	Trust Deed Record No 147 on page 127
of the Record of Trust Deeds,	on the 25th day of August
A.D.19 72 , is now fully pa	aid and satisfied, and I do hereby authorize the
	f saidCounty to enter
	of payment in full upon this said instrument and t
this order be recorded in the	records of said County also as provided by law.
	NATIONAL MORTGAGE COMPANY
	By FRANK HOBENSON
	TREASURER COMPTROLLER
STATE OF TENNESSEE SHELBY COUNTY	
SHELBY COUNTY	Defore me, the undersigned authority in and for Cou
SHELBY COUNTY Personally came and appeared b	before me, the undersigned authority in and for Coubinson, Treasurer Comptroller
SHELBY COUNTY Personally came and appeared b and State aforesaid, Frank Ro	binson, Treasurer Comptroller , who
SHELBY COUNTY Personally came and appeared b and State aforesaid, <u>Frank Ro</u> acknowledged that he signed an	binson, Treasurer Comptroller, who
SHELBY COUNTY Personally came and appeared be and State aforesaid, Prank Roacknowledged that he signed and date for the purpose to	binson, Treasurer Comptroller , who delivered the above and foregoing instrument on therein mentioned.
SHELBY COUNTY Personally came and appeared be and State aforesaid, Frank Roacknowledged that he signed and day and date for the purpose to Given under my hand and seal or the purpose to	binson, Treasurer Comptroller , who delivered the above and foregoing instrument on therein mentioned.
SHELBY COUNTY Personally came and appeared be and State aforesaid, Frank Roacknowledged that he signed and day and date for the purpose to Given under my hand and seal of 19.75.	binson, Treasurer Comptroller , who id delivered the above and foregoing instrument on therein mentioned. If office this 19th day of May
SHELBY COUNTY Personally came and appeared be and State aforesaid, Frank Roacknowledged that he signed and day and date for the purpose to Given under my hand and seal of the purpose to	binson, Treasurer Comptroller , who id delivered the above and foregoing instrument on therein mentioned. If office this 19th day of May
SHELBY COUNTY Personally came and appeared be and State aforesaid, Frank Roacknowledged that he signed and day and date for the purpose to Given under my hand and seal of 19.75.	binson, Treasurer Comptroller , who id delivered the above and foregoing instrument on therein mentioned. If office this 19th day of May
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Personally came and appeared by and State aforesaid, Frank Rowacknowledged that he signed and day and date for the purpose to Given under my hand and seal of the purpose to the purpose t	OUNTY strument was filed for record at 1975, and that the same has become of the same has b
Personally came and appeared be and State aforesaid, Frank Roacknowledged that he signed and day and date for the purpose to Given under my hand and seal of 19_75 My Commission Explosion September 19 The Commission Explosion September 19 The Profession Commission Commission Explosion September 19 The Profession Commission Explosion Commission Explosion Commission Explosion Commission Commis	OUNTY strument was filed for record at 1975, and that the same has become of the same has b

CANCELLED BY AUTHORITY, RECORDED IN BOOK

506 PAGE 535 THIS 3ND DAY OF May 19 9 Description agreement Recorded in Book

Revised April 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the	e considerations hereinafter mentioned, we bins	James R.	Stubbins	and wife,	Shirley A.
and				herein	after designated
Grantor, do	hereby sell, convey and warrant unto TOM	B. Scott,	Jr.		, who
is hereby a	ppointed Trustee with full power and author	ority to execut	te this trust, th	ne following de	scribed property
situated in			ssissippi, to-wi		
	Lot 344 Section "B" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 8, pages 51-52 in the office of the Chancery Clerk of DeSoto County, Mississippi.				

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the reality; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise apportaining, to any, or all of said property.

IN TRUST, HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated

as the "ASSOCIATION", or Beneficiary, in the sum of Twenty-Four Thousand One Hundred and 00/100

Dollars _______ evidenced by our certain promissory note of

even date herewith, bearing interest at the rate of 7-3/4 the per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of tan per cent (10%), as provided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

s 172.80 payable on the First day of July, 19.75 and a like amount on the first day of each succeeding month until said indebtedness is fully paid.

In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following coverants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy of policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On fallure so to do, the Association, or the legal holder of the indebtedness secured hereby, in a shall have all holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On fallure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold and insure said property, pay the gramiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the herein shall

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor is and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, for, if one or more, owed by or advanced to either or any of them), or expended in the preservations or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's tess, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendees of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, them, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT; should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as here-inabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinsbove described and conveyed or covered by this instrument, at such

time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest taidder, for each, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taiking possession of said groperty. It being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, it said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement, and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then not secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Granton.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn hald sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust berein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association shall is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall incre to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife **TRUBMO** of the aforesaid **James R. Stubbins** has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her this right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note 75-67-41 of the Mississippi Code of 1972, Annotated, and american upon the date for the maturity of any installment thereof, in ac		f Sections 75-67-39 and spay the entire indebted-
WITNESS our signatures from the 14th day of Ma James K. Shibbins James R. Stubbins	Sherley A. Stubbins	in
STATE OF MISSISSIPPI,		
COUNTY OF DeSoto Personally appeared before me, the undersigned authority, in	and for the State and County aforesaid.	James R.
Starkbins and his wife blockhooded schooledged that they and each of them, executed, signed and meritimedia	y Shirley A. Stubbins delivered the foregoing instrument of writing on	who severally the day and year therein
Given upder my hand and official seal, this the 14th		., 19. 75
My commission expires:	Charing forthis.	Notary Public
STATE OF MISSISSIPPI,		
COUNTY OF		
Personally appeared before me, the undersigned authority, in		
signed and delivered the foregoing instrument of writing on the	day and year therein mentioned.	executed,
Given under my hand and official seal, this the	day of	, 19
My commission expires:		Notary Public
STATE OF MISSISSIPPI		
COUNTY OF		
I certify that the within instrumen and minutes A.M. and and of recorded in Book Role Page 165 recorded county.	rds F REAL ESTATE TRUST I	DEEDS
Wichess my hand and seal this the	Day of ma	1975.
Feed 55.00 miles	1. Sergusor	_, CLERK

(B) (C) (B)

THIS INDENTURE, this day made and entered into between

CHARLES W. WHITE and wife, MARGARET A. WHITE,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FOUR THOUSAND TWO HUNDRED EIGHTY-ONE AND 48/100------ DOLLARS

(\$ 4,281,48) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ten(10.) per centum per

annum after

maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in thirty-six (36) monthly installments in the amount of ONE HUNDRED EIGHTEEN AND 93/100 DOLLARS (\$118.93) each, with the first of said monthly installments of principal and interest being due and payable on or before June 15, 1975, and one (1) of said monthly installments being due and payable on the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged. the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Sixteen (16), Township Four (4), Range Eight (8) West,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 9, Crestview Acres Subdivision, Section 16, Township 4, Range 8 West, as shown on the recorded plat of said subdivision in Plat Book 5, Pages 1, 2 and 3 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indehtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby, in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sail said property and hand, or a sufficiently hereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 1888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purcha

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1 55 Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in each reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may bereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property herelabefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and purform each, any, and all of the covenants and atipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance companies in which said insurance is placed shall, with respect to such insurance premium, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the tax

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to art, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of May, 18 75.

Margaret A. White

STATE OF MISSISSIPPI, COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES W. WHITE and wife, MARGARET A. WHITE,

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seals, this the IT day of May, 1975.

My Commission Expires My Commission Expires May & 1978 Faune McLemers Oder

STATE OF MISSISSIPPI, DESCTO COUNTY

I centify that the within instrument was filed for record at 2 o'clock 4s minutes 2 M. 2) day of 1975, and that the same has been recorded in Book 186 Page 168 recorded of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the and day of my

1075

Fees \$5.00 Pd.

SEAL H. J. GERGUSON, CLERK

Authority, recorded IN BOOK
1600 PAGE 259
THIS 124 DAY OF THE CONTROL 2003

CHANCERY CLERK
Ley: P. Starkey 0 =

(Home Loan)

MISSISSIPPI

Dovernment not 1. mtg. acros.

See Seat of the See

This sha 3 day of July 19 75

DEED OF TRUST

----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----, a corporation organized and existing under the laws of the State of Mississippi-----, having its principal office and post-office address at Jackson, Mississippi-----, bereinafter called the Beneficiary:

Lot 521, Section "C" Revised, Greenbrook Subdivision, Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 11 at Pages 13 and 14 in theoffice of the Chancery Clerk of DeSoto County, Mississippi.

The martinger's recent and area that we long as the martine and the sold and the sold area of the first of th

That, as additional and collateral security for the payment of the note secured hereby and the interletedness hereinafter described, Grantons hereby assign to the owner of said debt all of the profits, revenues, rolaties, rights and benefits not used under all of the profits, revenues, now on said property, or which may hereafter to closed there on, and the letter or assistance is subletter in the closed there on, and the letter or assistance is subletter in the closed there on, and this Dead of Trust or cartifical copy thereof, to carried profits, revenues, royalfies, right and tennies to the owner of said cert; this provision to become effectives frust or the noise hereby recurred, upon notice to the party obligated to pay same, and to terminate and become null and void upon payment of the ladebtedness hereby secures.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

- 1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebteriness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
- 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premiums covered by this Deed of Trust, plus taxes and assessments next due on these premiums (all as estimated by the Beneficiary, and of which Granter is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured bereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

 - (ii) interest on the note secured hereby; and(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby. s secured hereby, unless such proceeds

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the 3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be——ten—— per centum (10.0%) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein centained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferre thereof whether by operation of law or otherwise.

In Winness Wheneor, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Ruth W. Archer

STATE OF MISSISSIPPI. COUNTY OF DESCTO

Personally appeared before me -------, the undersigned authority

Given under my hand and scal this ----- 16th-----day of ---- May

My Commission Expires: 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock recorded in Book 1816 Page 1 1 records FREAL ESTATE TRUST DEEDS

Witness my hand and seal this the a day of 1975.

Fees \$ 5.00 pd.

Fees 2.50 pd.

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF TENNESSEE) SHELBY COUNTY) SS

KNOW ALL MEN BY THESE PRESENTS: That Harvey Hamilton, et al of DeSoto County, Mississippi, the beneficiary, does hereby certify that a certain Trust Deed bearing date the 9th day of January, 1965, made and executed by V.F.W. Post No. 5042 of Southaven, Mississippi, to National Bank of Commerce, Trustee for the above named beneficiaries, and recorded in the Office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 81, on Page 30, of the Record of Trust Deeds, on the 6th day of February, 1965, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

ATTEST:

BY: John H. Pylant A.V. T.

(Title)

Ang C Keryson F.J.P.

(Title)

SHELBY COUNTY) 55.

This day personally appeared before me the undersigned authority in and for said County and State, the within named John K. Jule of and James C. Jule of the wholedged that they are County and Jule to the John to the above named NATIONAL BANK OF COMMERCE, Trustee, and that for and on behalf of said NATIONAL BANK OF COMMERCE and as its act and deed, they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they having been first duly authorized sector do.

GIVEN under my hand and official seal of office this the 27%

(SEAL)

Suzanno S. Contra

NATIONAL BANK OF COMMERCE

My Commission Expires:

MY COMMISSION EXPIRES APRIL II, 1970

PARTIAL RELEASE FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL HANK, does hereby release from the lien of the Deed of Trust given by Saw Construction Company, A Tennessee Corporation and to STAR LAND DEVELOPMENT CORPORATION, a Mississippi Corporation, to Howard E. Carter, Trustee for the benefit of Commercial and and recorded in Deed of Trust Book 162, Page \$16, in the Office of the Chancery Clerk of DeSato County, Mississippi, the following land located in DeSato County, Mississippi, described as follows, to-wit: Lot 652, Section C, Bridgetown Subdivision, as shown by the plat recorded in Flat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West. The Chancery Court Clerk of DeSato County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon duly authorized officer, this the 28 day of APII , 1975. COMMERCIAL AND INDUSTRIAL BANK STATE OF TENNESSEE COUNTY OF SHELBY This day personally appeared before me, the undersigned authority in and for said county and state, the within named W. GENE KENNEDY, Senior Vice President of COMMERCIAL AND INDUSTRIAL BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation. GIVEN under my hand and seal of office this the 28 day of APC:1 ___, 1975. Quese toller Notary Emplic y commission expires: erender 29, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at & o'clock Tecorded in Book 186 Page 111 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 29 day of Fees \$2.50 pd.

177

PARTIAL RELEASE

W 201 - 1949 - 1951 - 1952 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953 - 1953

which is hereby acknowledged, THE LOMAS & NETTLETON COMPANY, does hereby CORPORATION, to John F. Sexton, Trustee for the benefit of The Lomas & Chancery Clerk of DeSoto County, Mississippi, the following land located

Lot 652, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

duly authorized officer, this the 22 day of Milley

This day personally appeared before me, the indersigned authority in and for said county and state, the within named for said county and state, the within named for said company, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the find day of

O commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at & o'clock 30 minutes 9. M. 28 day of My 1975, and that the same has been recorded in Book 186 Page 178 record REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of

Fees \$ 2.50 pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK 1027 PAGE 364 THIS 5th DAY OF March 1093 W. E. Daris Charles Charles oc

DEED OF TRUST

RANDEL L. FULWOOD AND WI	FE MARY N.	FULWOOD to CITIZENS BANK, Byholio, Miss
In consideration of \$10.00 in hand paid	We	convey and warrant roxx James, Wooding
Trustee, the following described property in NAXA	XX County, Stat	e of Mississippi, to-wit:
DeSo	t o	

ad, n-se-

cribed as follows, to-wit. A parcel of Section 17, Township 3, Range 5 We cularly described as beginning at a p 944.31 feet from the Southeast Corner Quarter of Section 17, thence 86° 38' North 3° 15' West a distance of 1318, thence North 88° 34' East a distance road thence South 49° 5' East a distance road thence South 49° 5' East a distance for said road; thence South 3° 15' East of beginning containing 10 acres, mor ing regulations in effect in DeSoto 6 ments for public roads and public util that might appear upon an accurate su	of land situate st, DeSoto Coun oint South 860 of the Northe West a distance 64 feet to the of 160.27 feet nce of 256.28 t a distance of e or less, sub- ounty, Mississ lities and any	ed in the Nor hty, Mississi 38' West a d ast Quarter oce of 343.36 North edge of along the edfect along the f 1134.38 fee ject to subditopi, rights o	theast Quarte ppi more part istance of f the Northea feet; thence f a gravel ro ge of said e center line t to the poin vision and zo f ways and ea
In trust for the following purposes:			
I. (A) To secure the payment of the following promissory dated even herewith and due as follows: Our note in able on May 20, 1980, to the Citizens To be paid by Amortized Schedule in 6 payment to begin 6-20-75. Failure to shall at the option of the holder, mat Bearing interest at the rate of 10 per centum per annum therein provided.	the amount of Bank, Byhalia of payments of pay any insta	\$5,000,00 due . Mississippi \$106.24 and t llment as and indebtedness	the first when due
therein provided. (B) Also any other indebtedness heretofore, new, or bereafter of raises by the grantor or grantors berein or either of thom whether or any other manner whatsoever, including also any indebtedness of any (C) Also any amount paid out or contracted in he paid by the said ed or the tile thereto, including insurance, taxes, assessments, and any not otherwise specified by contract to hear eight per cent, interest fro (D) Also to secure any renewal or extension of all or any part of ment of all the obligations, agreements, and covenants of this trust are	ontracted with either the said uch other indebtodness be a granter made as joint make bank or holder of said Inde y other lisins or charges. All its date made, and due on o atty of the above described	I bank or the holder of the widenced by note, open r. surety, endorser of gu- bhadness to preteri the pr such additional indebteds broads, and the pr	e above described note occount, everdraft or auntor, toperty herein describ- ess or advances, when erformance and fulfill-
II. The Grantor or Grantors agree and bind themselves as follows: pressed and provided for in the notes accured hereby: to pay all expensive free from all tax liens of every kind, to keep the improvements thereon	To promptly fulfill and cor ses and costs in any way in in reasonable repair and o	nply with all of the term didnnt to this trust deed; of permit waste of said	ns and conditions ex- to keep said property
of said indebtedness as their interest may appear. III. All payments made as well as the process of all property destable of the indebtedness secured by this deed of trust) whether such a other indebtedness to said bank or the hilder of the indebtedness describy said bank or the hilder of the indebtedness describy said bank or the hilder of the indebtedness secured by this deed of IV. If said grantur or grantors should make default in any one or owners to receive a support of the indebtedness secured by this deed of Trustee or owner or owners hereof should at any time bolieve any of the frantor's possession; or if the grantors, or either of them, should be a Slate Innovency Laws, then the owner or owners of said indebtedness, of every kind secured by this deed of trust due and payable and said 7 sufficiency thereof to pay said indebtedness, at public outery for cash sales of like property are required by law to be attracted and made to other than day fixed by law for execution sales, and in case said propountly at his discretion, but shall be advertised in all counties where such sale may be made without the presence of such property, or on the Trustee's fee and the supenses of executing this trust. V. The owner or owners of said indebtedness, whether they be the appoint a Trustee in the pace of the one herein named, or any subsequely should disagree as is who should be appointed Trustee, then the same the Clerk of the Chancery Court of the county where said property or a appointment shall be legal and blading; and any such substituted Trustee in the legal and blading; and any such substituted Trustee.	scribed in this deed of trust collaterals are placed to ac- bed in this deed of trust, as trust as they form to their more of the chiligations and or property herein conveye- udindged a bankrupt under or any part thereof, shall be trustee shall take possession to the highest bidder succession to the highest bidder succession to the highest bidder succession and the case of peaking as situated, and in case of peaking and the case of peaking the same industriedness of every kind se-	and all collaterals hold cure the indebtedness he well as the proceeds of best interest and at their conditions undertaken by the endangered as securether the Federal Bank we the right in diciare the of said property and said to be advertised and side shall have the right to one county, the said in examal property the curb no may be situated, at cured by this deed of true	by said bank for the rain set forth or any same may be applied election. The property Laws, or the trip by remaining in cruptay Laws, or the security independent sell the same, or a made in the manner to fix a day of sale ay be made in either errorms to move, then the discretion of the st. including a reason-
V. The owner or owners of said indebtedness, whether they be the appoint a Trustee in the place of the one herein named or any subsequity should disagree as to who should be appointed Trustee, then the on the Clerk of the Chancery Court of the county where said property or a appointment shall be legal and binding; and any such sufatilitied Trust.	original owner or owners heart Trustee, and if there be making the first appearing any part of it is attracted, she then shall have all the power	y assignment, may, whe o more than one owner of and according to law, and all be deemed to have as a of said original Truste	never they deem fit, said indebtedness and i filing the same with ted for all, and such
VI. This deed of trust is given and taken in renewal and extens 19 and recorded in Land Deed of Trust Book page _ in no way intended to void the said deed of trust of impair the second	of the Chancery		
Witness our signature Sthis the 20th	lay of May		19 <mark>75 .</mark>
	1 Kandel	AND REAL PROPERTY.	end
STATE OF MISSISSIPPI, EQUINTY OF MARSHALL SS.	LTNary L		rod)
Personally appeared before me the undersigned authority RANDEL L. FULLWOOD AND WIFE MARY N.	in and for said County FULWOOD		named cknowledged that
they signed and delivered the Given under my hand and seal of office this 20th	day of M	ау	<u>19_7</u> 5
SEAL.	My Commission Expires:	6 Edwar	Notary Public.
	my commission expires:	My Dominion Equi	t is 22, 1071
ATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument O many 8. 38 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1975 and	that the same	has been

SEAL H. G. Serguson CLERK 2.60

STATE OF MISSISSIPPI, DESOTO COUNTY

PURCHASE MONEY DEED OF TRUST

For \$10.00 paid by Ralph M. Avent, Trustee, the undersigned convey and warrant to said Trustee the following land in DeSoto County, Mississippi, to-wit:

Beginning at a point on the East line of the Southwest Quarter of Section 33, Township 3, Range 5 West, said point of beginning being 0.0 feet North of the Southeast corner of said Quarter Section and running thence North 445.6 feet along an old hedge row to a stake; thence North 89°21' West, a distance of 1.329.0 feet to a stake; thence South 0°39' West a distance of 228 feet to a stake; thence South 89°21' East, a distance of 40 feet to a stake; thence South 39°West, a distance of 228 feet to a stake; thence East along an old fence line a distance of 1,319.0 feet to a stake at the point of beginning. Containing 13.74 acres.

IN TRUST, to secure undersigned's promissory note of even date in the principal sum of \$ 14.300.00 bearing interest after date at 8% per year, the principal and interest being payable to Sidney L. Hurdle in 240 monthly installments of \$ 119.62 each, the first being due on the first day of June. 1975 and another on the first day of each month thereafter until all the debt is paid. This is a purchase money deed of trust.

THE RIGHT to anticipate any part of the debt is reserved. We agree to pay all taxes and assessments on the land. If each installment of the debt is paid when due, and other covenants are met, this conveyance shall be void. If the debt is not paid when due, any legal holder may accelerate and declare all the debt due; and said Trustee may proceed to sell the property at public outcry to the highest bidder for cash at any outside door of the County courthouse of said County, after first having advertised the time, terms and place of sale as provided by the laws of Mississippi now in effect for such cases. The Trustee may set the date of sale; proceeds of the sale shall be used to pay the cost of executing the trust and paying the secured debt, and the balance as the law directs. Any legal holder may substitute a trustee.

Starlon Ray Moarman Viena & Macoman

COUNTY OF Stellby

Done this the 5th day of May, 1975

Personally appeared before me, the undersigned authority in and for said County and State, Starlon Ray Moorman and (wife)

Virna J. Moorman whose signature appears to the foregoing instrument, who acknowledged that they signed and delivered said instrument on the day and year of its date for the purposes stated therein.

Witness my hand and seal of office, this the $\frac{10^{10}}{1975}$ day

(S E A L)
My commission expires:

ALT COMMISSION EXPLIES FEB. 14, 1975

Notary Public C. Sams).

When recorded mail to Sidney L. Hurdle.

STATE OF STA

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 28 day of 1975, and that the same has been recorded in Book 186 Page 180 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of my 1975.

2.50

SEAL H. Geraum CIEN

The second second	11.7	J. Allen			Class
STATE OF MISSISSIPPI. DeSoto County. 11.					. 1
KNOW ALL MEN BY THESE PRE	SENTS: That Fine	oceamerica.			
of Southaven, Mississi	pn4				
		the be	neficiary, does h	ereby certify that	a certain trust dec
bearing date the 25th day of Oc		_19_ 73 , made a	nd executed by.	Virgil Eu	gene Grace
o Lobley Grace Trustee to FinanceAmeri	of Olive Bran Cca Corp-	ch, Missis	sippi to	Robert Q.	hitwell-
he above named beneficiary, and recorded	d in the office of the C	hancery Clerk of	Desoto C	ounty,	
County, in the State of Mississippi in		Trust E			575
f the Record of Trust Deeds, on the	30th day of	October		001	page
nd satisfied, and I do hereby authorize th	e Clerk of the Charge		Desoto	-, A. D. 19 /3	is now fully paid
ounty to enter satisfaction and certificate of	or payment in full upon	this said instrumen	t and that this c	order be recorded	in the records of
ld County also as provided by law. Dat	Led this 23rd	day of Ma	y 1975		
			Dryn	_ 0	Ma
		Financean			·/· /-
		formerly:	GAC Fina	poration ince Inc.	
ATE OF MISSISSIPPI, DeSote County.					
Personally came and appeared before m	ie, the undersigned aut	honry Mota	ry Pvb	tie .	
nd for County and State aforesaid	Joinwa &	manc Im	//)		
rered the above and foregoing instrument	t on the day and date.	for the party of t	WIIO	cknowledged that	he signed and
Given under my hand and seal of office		ed w			
			ay.	St P4 Ce	L D. 19.75
		Hilles	eas	Str Gra Ce	relex
EX Commission Experience open 52, 2022		31			
EX Demanded Experts (quil 22, 2022)		7			- 0
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Eg Comminden Espera April 82, Avilla	S CHANGE				<i>U</i>
Eg Comminden Explore April 82, Available	A version sens				<i>U</i>

STATE OF MESSES PRODUCTION DESCRIPTION OF CHECK 1975, and that the same has been recorded in Book 1887 Fees 12.50 pd.

SEAT OF MESSES PRODUCTION DESCRIPTION OF THE SAME HAS BEEN REAL ESTATE TRUST DEEDS

Mitness my hand and seal this the 29 m of 1975.

Fees 12.50 pd.

SEAT OF MESSES PRODUCTION DESCRIPTION OF THE SEAT OF THE SEAT

STATE OF MISSISSIPPI, IN I certify that the wi	SOTO COUNTY THE LOST WAS FILED for record at 1975 and that the REAL ESTATE TRUST	same has been DEEDS
of said County. Witness my hand and s	eal this the 29 day of May	1075.
Fees \$2.50pd.	SHAR H. Y. Ferguson	, CLERK

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Steve A. Anderson and wife, Doris Anderson

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and First National Bank, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Nine Thousand Eight Hundred Forty Seven and 80/100 ----- DOLLARS) evidenced by one promissory note (\$ 9,847.80 of even date berewith in favor of the beneficiary, bearing interest at the rate of (1.0) ten per centum per

maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Sixty (60) equal monthly installments of \$164.13 each, the first payment being due and payable on the 13th day of June, 1975, with a like payment due and payable on the 13th day of each and every successive month thereafter, the final payment being due and payable on the 13th day of May, 1980, or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

Lot 2899, Section N, in Southeven West Subdivision on Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 5, Pages 8 & 9, in the Office of the Chancery Clerk of said County.

CANCELLED BY AUTHORITY RECORDED IN BOOK 274 PAGE 544 DAY OF July

CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in tuil force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts ascured hereby, shall, at the option of the heneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to said so required by Section 838 of the Mississippi Code of 1342 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the hearificiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a reques

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,500.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premisss insured against loss or damage by fire, storm, war damage and other hazard in each reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish and number to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Minissippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or smessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this co

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the piural, and the piural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of May 1975

Steve A. Anderson

Doris Anderson

Doris Anderson

STATE OF MISSISSIPPI, COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Steve A. Anderson and wife, Doris Anderson

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

My Commission Expires Nov. 11, 1978

Prome Nelle feterson

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed USminutes A. M. 38 day of Div 1975, of said County. Page 183 record of PEAL	ESTA	record at that the TE TRUST	M o'clock
Witness my hand sad rest this rise a 9 day of		ma	1075

5.00

HAGA Jorguson

Mississippi Bankers Association Ferm No. 1 (Revised Dec. 1988) L.A.N.D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

ERNEST L. SOWELL, JR.,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

MARGARET D. LAUDERDALE, Widow, WILLIAM DRIVER CRENSHAW and wife, BARBARA CRENSHAW, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FORTY THOUSAND AND NO/100 - - - - DOLLARS

(\$ 40,000.00) evidenced by one (1) romissory note of even date herewith in favor of the beneficiary, bearing interest rate therewith the same after a sum of the beneficiary.

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Ten (10) annual installments of Four Thousand and No/100 Dollars (\$4,000.00) each beginning on the 1st day of May, 1976, with a like installment due and payable on the 1st day of May of each and every successive year thereafter, the final installment being due and payable on the 1st day of May, 1986; or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippl, and more particularly described as follows, to-wit:

(See next page.)

(Property Description attached.)

430 Acres, more or less, being a part of Sections 34 and 35, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 35; thence South along the East line of said Section 35 to a point in the Old Meander Line of Coldwater River; thence Southwesterly along said Meander Line to a point in the South line of the Northeast Quarter of said Section 35; thence West along said South Quarter-Section line to the Southeast Corner of said quarter-section; thence South along the East line of the Southwest Quarter of said Section 35 to a point in the Old Meander Line of Coldwater River; thence Southwesterly along said Meander line to a point in the centerline of Gray's Creek; thence Northwesterly along said creek centerline to a point in the South line of the Northeast Quarter of said Section 34; thence East along said South Quarter-Section line to the Southwest Corner of the Northwest Quarter of said Section 35; thence North along the West line of said Section 35 to the Northwest Corner of said Section 35; thence East along the North line of said Section 35; thence East along the North line of said Section 35 to the Point of Beginning;

SUBJECT TO: Subdivision and Zoning rules and regulations of DeSoto County Planning Commission; Requirements of DeSoto County Health Department; Perpetual Flowage Easement as recorded in Book 30, Page 534; and, Oil, Gas and Mineral Lease as recorded in Book 2, Page 41 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurienances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness encured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate horein specified, then in that event this conveyance shall be null and void, otherwise to remain in fall force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, aball, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Missinsippi Code of 1842 and amendments if any thereto, and a request for sale hereunder, may be made by any officer thereof and such event a declaration of default to the trustee, and a request f

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and doeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper ioss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once decinre the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax said if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the torms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance is placed shall, with respect to such insurance premium, he conclusive evidence as between the parties to this conveyance of the amount and validity of said taxes or assessments, aforesaid, he conclusive as between the p

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rdday of May , 19 75.

Ernest L. Sowell, Jr.

STATE OF MISSISSIPPI, COUNTY OF DeSOTO

This day personally appeared before me, the undersisced authority, in and for the State and County aforesaid, the within named

ERNEST L. SOWELL, JR., who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under the hand and official scal, this the 23rd day of May, 19 75.

My Commission Expires. Gym. 3 19 79 That. A 16 Notary Public Notary Public

I certify that the within instrument was filed for record at ______ o'clock recorded in Book 186 Page 186 record of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 29 day of _______ 1975.

Held , Ferguson

Paid, Satisfied and Cancelled 189

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	2000	Henra	enoil
		Autorige	- Ingrale
		Attest y	
DEE	D OF TRU	Shancery Cler	midnow
		20 D.	is Me cani
This indenture made this _2/26 d	ay of May		, 19 <u>_75</u> _, between
Gladys J. Jernigan			
called First Party, and WALKEM DEVELOPME WITNESSETH:	ENT COMPANY	OF MISSISSIPPI, INC	called Second Party.
WHEREAS, the First Party are indebted	d to the Second F	arty in the sum of \$	4,757,00
of \$, arks as an all are the first of even date	due and renavah	le in 84 enus	I mornely by topics Harrison
July , 19 75 , and	one installment	he first installment d due monthly thereaft	ue the <u>IST</u> day of er until paid in full.
THEREFORE, in consideration of the by DeSoto Title CoInc. Trustee, the First Party the land in DeSoto County, Mississippi, descri	have this day o	anyeved and warrant	to the First Party paid ed to the said Trustee
Lot 313 in Section B			odivision as
shown on Plat appearing of record in	Plat Book 6	nuges 29-3	4 in the
Chancery Court Clerk's office of De reference is made for a more particu	Soto County, M.	ssissippi, to which re	scorded plat
7 , Township 3 R	ange 9	ald lot being situate	d in Section
A failure to pay said installments when	duc shall opera	te to cause the entire	e manid in Jahanda
to become immediately due and payable at the have the right to pay all or any part of the	ontion of the h	Alder of enid serve Ate	TOTAL SECTION AND AND ADDRESS OF THE PARTY O
Should the Trustee at any time believe	said property, o	any part thereof en	dangered as a security
directed. Should the First Party promptly pay thereof, then this instrument to be void; but i said property, and after giving notice of the time shall sell same at public auction to the highest in said advertisement. The proceeds of said sale all costs incurred herein; and if there be a surpl of failure or inability on the part of said Trust	ssession of said p the above state n default thereof place and term bidder for cash, shall be applied us, such surplus	roperty and sell the id indebtedness on o the said Trustees shad sele by advertiser at such time and place to the payment of a thall be refunded to the trust herein confident.	same as herein below r before the due date hall take possession of ment according to law, he as he shall designate said indebtedness and he First Party. In case
its assigns or legal representatives can at any	time appoint a T	rustee to act in his	stead.
Witness our signatures this the date wr	itten above.		
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	X/27	aagyozo,	ACUNGAIN
	· /		
	\ \ \	Grantors	1
STATE OF TENNESSEE COUNTY OF SHELBY			
Personally appeared before me, the unc			suches a clean miled and
that they signed and delivered the above and fore is their free, and woluntary act and deed and t	or the purposes	ist on the day and ye therein expressed.	ar therein mentioned
Given under my hand and official seal of	f office this the	2/ day of May	
* 7 7 7	arm	ild R. Doom	chy clira
My commission expires	B4.	Notary Publ	chyclire muning DC
116 5 766			7
TO OT LESS			188
TE OF MISSISSIPPI, DESOTO COUNTY			
minutes P. M. A8day of %	ent was file	ed for record	at o'clock
rded in Book Sla Page 180	73/	, add char th	e same has been

STA 45 rece REAL ESTATE TRUST DEEDS of said County, Witness my hand and seal this the 29 day of Tees 2.50 pd.

DEED OF TRUST

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 4,686.00 evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 55.79 ____, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co..Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot __312 in Section ___B ___ of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book __6 ___, pages __29-34 ___ in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section _____7 ___, Township __3 ____, Range ____9

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

* Danni L Call.

* Many Kathryn Coff.

Grantors

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of said County and State, the within named Donnie L. Cobb and wife, Mary Kathryn Cobb _____, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and suplintary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 2/ day of May ,19 75

My commission expires

Orners R. Doom the Clark Notary Public By: Beroedine marring & C

I certify that the within instrument was filed for record at 1 o'clock recorded in Book 1816 Page 190 records of REAL ESTATE TRUST DEEDS
Witness my hand and seal this the 29 day of 1975.

Feed 32.50 pd.

EAL H. G. Gerguson, CLE

Form FHA-Miss. 440-1 (Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:
The undersigned, as the owner and holder of a certain real estate deed of trust executed by John A. Graves , his wife, of Mary Linvalle A. Graves , his wife, of John A. Graves County, Mississippi, (hereinafter called the "Borrower"), dated the Z2nd day of February , 1073, recorded in Book 155 , Page 61 , in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$\frac{3}{2}\$ as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, or insured by the United States of America, acting by and through the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned will notify the Government of the assignment to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust. Prior trust deeds alse in Book 106 page 601, Book 115 page 67, Book 124 %In further consideration of the making or insuring of such a loanpage251, by the Government to the Borrower, the undersigned hereby subcrimates in Book 137 favor of the lien of the Government's deed of trust upon said real estate page 327. any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower under the terms of its security instrument.
In Witness Whereof, the undersigned has caused these presents to be signed the, 19_75
Oxford Production Credit Association by oh o durk
#Strike if the deed of trust contains no future advance clause.

ACKNOWLEDGMENT (Individual)
STATE OF MISSISSIPPI) COUNTY OF) ss
On this theday of, 19, before me, the undersigned, a Notary Public in and for the County and State aforesaid,
personally appeared and, to me well known to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed and delivered the same for the uses and purposes
therein mentioned and set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
(SEAL)
(SEAL) My Commission Expires:
ACKNOWLEDOMENT (Corporation)
STATE OF MISSISSIPPI) COUNTY OF DeSoto) 55
On this the
of Oxford Product ion Credit Association , a corporation, and that he, as such the product of the foregoing instrument for the uses and purposes therein mentioned and set forth by signing the name of the corporation by himself as such officer.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
(SEAL) Settleme
My Commission Expires:
** Strike whichever is inapplicable.
STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 4 o'clock minutes 8 M. 38 day of 1975, and that the same has been of said County. Witness my hand and seal this the 39 day of 1975
Fees \$ 3.00 pd. SEAL H. GLERK CLERK

1.93 Cerus The state of this backwards Recorded In

RECORDED IN SOOP

USDA-FmHA Form FmHA 427-1 MS (Rev. 5-14-74)

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day. May

by and between the undersigned John A. Graves and wife, Mary Linvalle A.

Graves

residing in DeSoto County, Mississippi, whose post office

, Mississippi address is P. O. Box 65, Lake Cormorant

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Burrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Burrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument

Date of Instrument

Principal Amount

Annual Rate of Interest

Due Date of Final

May 28 ,1975

\$93,500.00

May 28 , 1980

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949; And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general wattranty the following described property situated in the State of Mississippi, County(ies) of

Coahoma and DeSoto

The land in Coahoma County, Mississippi, described as follows, to-wit:

The South Half of Section 31, Township 30 North, Range 2 West, Coahoma County, Mississippi, subject to power line right-of-way previously granted to the Mississippi Power and Light by instrument dated September 9, 1952, of record in Book 216, Page 224, and an additional power line right-of-way granted to the Coahoma Electric Power Association by instrument dated December 15, 1960, of record in Book 306, Page 204,

FmHA 427-1 MS (Rev. 5-14-74)

BULLY PAID AND SATISFIED 7 16/82 UNITED STATES OF AMERICA, PARMERS HOME ADMINISTRATION. WATER STORY DOUNTY SUPERVISOR, PERSUANT TO AUTHORITY CONTAINED IN \$1, F. B. 14109.

Lad , roughest. G. H: TEEPTR.

FULLY PAID AND SATISFIED AND IS NI GENTLE OF COMMENTARISMENT OF THE PROPERTY OF THE PROPERTY OF ADMINISTRATION A LISININGV COUNTY TO AUTHORITY CONTAINED IN St. F. R. 14109 LVS GAT GIVE ATTINA

Land Mortgage Records of Coahoma County, Mississippi, reference to both of which said two instruments is hereby made; also, subject to one-half mineral interests previously reserved and retained by predecessors in title; and also subject to right-of-way granted to Coahoma Electric Power Association by instrument dated April 26, 1963, of record in Book 325, Page 246, in the office of the Chancery Clerk of Coahoma County, at Clarksdale, Mississippi, containing 320 acres, more or

The land in DeSoto County, Mississippi, described as follows, to wit:

The North Half of the Southeast Quarter of Section 28, Township 2, Range 9, containing 80 acres, more or less, subject to the right-of-way for public road.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes devers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to florrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any tenewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnity and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts

required berein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lowfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government; operate the property in a good and busbandmanike manner; comply whether and not to abaudon the property, or cause or permit wate, leasening or impairment of them time to constant the property, or cause or permit wate, leasening or impairment of them time to constant the property, or cause or permit wate, leasening or impairment of them time to constant the property, or cause or permit wate, leasening or impairment of the constant of the property, or cause or permit wate, leasening or impairment of the constant of the property of the prope

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclasture sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to entorcing or complying with the provisions hereof. (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid. (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestrad or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, warves, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. (23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin. (24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration. United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable. WITNESS the signature(s) of Borrower the day and year first above written. STATE OF MISSISSIPPI Linvalle A. Graves ACKNOWLEDGMENT COUNTY OF _ DeSoto Personally appeared before me, the undersigned, a Notary Public County and State, the within named John A. Graves and wife, Mary Linvalle A. Graves, Given under may hand and official seal this 28 12 day of May (SEAL) Notary Public My Commission Expires: STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 4 o'clock recorded in Book 186 Page 195 records REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the ag day of rees 5.00 00

DEED OF TRUST

Granter, HAROLD D. HAVEN and wife, PHYLLIS L. HAVEN	(herein "Borrower"),
TOM B. SCOTT, JR.	(herein "Trustee"),
and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION organized and existing under the laws of Mississippi Jackson. Mississippi	, whose address is

The land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit: Lot in the Southwest Quarter of Section 34, Township 1, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows: Point of beginning lies approximately 1,165 feet North and 529.4 feet East of the Southwest Corner of Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi; said point being the Southwest Corner of M. A. Brewer lot; thence from point of beginning run Northwardly along Brewer West line 150.0 feet to a point; thence Westwardly 77.5 feet to a point; thence Southwardly 150.0 feet to a point; thence Eastwardly 77.5 feet to the point of beginning, and being further described as the East Half of Lot conveyed to Jessie McCallum by James P. Cooke, Jr., et ux as evidenced by deed of record in Deed Book 73, Page 378, Land Deed Records of DeSoto County, Mississippi.

"The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property."

Togernes with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date fly herewith (herein "Note"), in the principal sum of Twenty-three Thousand Eight Hundr Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower berein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances")

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pictized as additional debits to the Funds are pictized as additional debits.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they full due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Leader any amount necessary to make up

the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all antices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Berrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation scruped by such lieb in a manner acceptable to Lender, or shall in good faith contest such lieb by, or defend enforcement of such lieb in, legal proceedings which operate to prevent the enforcement of the lieb or forfeiture of the Property or any partitiered.
- 5. Hozard Insurance. Burrower shall keep the improvements now existing or hareafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

mortgage clause in favor of and in form neceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid promiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Dead of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer. Lender and the person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due, If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies Now-Uniform Covenants. Burrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph I? hereof, upon Borower's broads of any covenant or agreement of Dorower and Bound of the Covenant of the Covena permitted by paragraph 18 hereof. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Herold D. Haven Phyllis L. Haven 58 East Coleman Street, Olive Branch, Mississippi DeSoto County sa: STATE OF MISSISSIPPI, Personally appeared before me, the undersigned authority in and for said County and State, the within named Harold D. Haven and wife, Phyllis L. Haven who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 29th day of May AD, 19.75. land a Caista fore My Commission expires: STATE OF MISSISSIPPI, DISCITO COUNTY,

390 MAGE 514

THE 4 th DAY OF Feb. 19 87

W. B. Juguerd by D. Jaylo, D.C.

DEED OF TRUST

In consideration of the payment of One Dollar and in order to secure the indebtedness and obligations herein stated. JOHN M. ANGLIN, SR. & NILDA D. ANGLIN sell and convey to LEO BEARMAN, SR.

TRUSTEE, the following described property in SHELBY

County, Tennessee:

Lot 22, Section "A" in Brook Hollow Subdivision on Section 24, Township 1 South, Range 8 West as shown by Plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of said County.

TO HAVE AND TO HOLD such property, with all hereditements and appurtenances, unto the Trustee, his successors and assigns The undersigned covenant they are lawfully seized in fee and possessed of such property, have authority to sell and convey the

same, that title is unencumbered except:__ NATIONAL MORTGAGE COMPANY

and they will warrant the same against all claims.

But this conveyance is made in trust to secure the payment by John M. Anglin & Nilda D. Anglin

BLAZER FINANCIAL SERVICES, INC.

of a loan evidenced by a note

of even dute herewith payable 36

months after date to the order of BLAZER FINANCIAL

SERVICES, INC.

in the principal amount of FIVE

THOUSAND FIVE HUNDRED EIGHTY AND 00/100 - - - - 5,580.00
with interest at six per cent (%) per annum after maturity. Such note provides for acceleration of payment in the event of impairment of the collateral security or failure of the undersigned to perform any covenant in any contract concerning the collateral security.

0427-42 Deed of Trust (Real Estate) Termessee 10-66

The undersigned agree to maintain the improvements on such property in good repair and fully insured against damage by fire and other casualty, in an amount and manner satisfactory to the holder of the indebtedness secured by this instrument, with loss payable to the Trustee, and the undersigned shall pay all taxes and assessment against such property. In the event of a failure to effect such insurance or to pay any insurance premium, tax or assessment when due, the holder of the indebtedness hereby secured, or the Trustee, may pay same and any sum so expended shall become a debt secured by this instrument, which sum the undersigned agree to reimburse forthwith with interest at the rate of six per cent (6%) per annum.

The undersigned shall retain possession of the property hereby conveyed and receive and use the tents and profits thereof until default, after which the reast and possession of the property hereby conveyed and receive and use the tents and profits thereof until default, after which the reast and possession of the property hereby conveyed and receive and use the rents and profits thereof until default, after which the reasts and profits thereof shall be the and payable to the holder of the debt hereby secured, if such indebtedness be paid, when due, and nothing shall remain owing on the object on hereby secured, then the holder of the note will execute propert release of the lien of this Deed of Trust. If the undersigned shall fail to pay any part of such indebtedness, whether principal or interest, promptly she the same becomes due, or shall fail to pay any sum necessary expense of profecting the property and assessments hefore they become delinquent, or to maintain insurance or repairs, or the necessary expense of profecting the property and executing it is trust, all of the indebtedness hereous secured shall, at the option of the owner of such indebtedness, without notice, become immediately due and payable, and the said Trustee is substituted and empowered days by three weekly notices in some SHELBY

County, and sell such property for cash to the highest bidder, free from equity of redemption, homestead, dower and all other exemptions, all of which are hereby expressily waived, and the Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the understands bind themselves shall be given without obstruction, hindrance or delay. The holder of the indebtedness secured hereby may had at any safe held under this instrument. All parties at interest, hereby expressly valve inventory and bond for execution of this trust on the part of the Trustee.

In event of default, forecastive and safe of the property by the Trustee, the proceeds of the safe shall be applied by the Trustee: First, to the payment of the express of this trust and its execution, including a reasonable attorney's few and Trustee's fee, and all sums expressed or become liable for an account of any of the provisions of this Trust Deed, Second, to the payment of the drie secured by this instrument; and the Trustee will hold any balance subject to the outer of the understand or to the order of the holder of inferior lients, if not. Bene, if any.

In the event of any default in the terms and conditions of any other Deed of Timet or morngage, the lieu of which is or becomes paramount to the lieu of this instrument, the owner of the indebredness secured by this instrument may declare such indebtedness due for all purposes and foreclastic and sale may be had becomed; or such holder may pay any sums necessary to comply with the terms of such paramount three of frust of mores, which sums when so pudd shall be secured by the lieu of this instrument and shall bear instrument to date of such payment at the rate of its percent [63] per antique.

In addition to the power of sale above provided, the holder of the field betterly accused shall have the runs to proceed in a Court of equity to inteclast this book of Irust and shall be retitled to independ for his debt and any advances lawfully made by him under the provisions of this Deed of Trust. He shall also be entitled to the appointment of a receiver in collect terms, thanks and profits while such and is pending and to said any out over hor are difference between the amount paid for the property either at a Trustee's sale or a sale under of the court indicate over the total indebtedness accreef united the provisions of this instrument.

The holder of the debt hereby secured, at his opinion, it authorizes to innove the Trustee manel herein. Such appointment whall be in writing and shall be received in the Register's Office. 20th COUNTY OF SHELBY John M. Anglin & Nards D. Anglin and should be personally acquainted, and who acknowledged MAY -MI COMMISSION EXPIRES SEPT. 27, 1977 Marty Edwards BLAZER FINANCIAL SERVICES, INC. STATE OF MISSISSIPPI, DASOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 29 day of 1975, and that the same has been recorded in Book 1816 Page 20 3 records of REAL ESTATE TRUST DEEDS STATE OF MISSISSIPPI, DESCTO COUNTY of said County. Witness my hand and seal this the So day of

Fees \$8./0 pd.

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

in the Office of the Chancery Clerk of DeSoto

of Washington, D. C. , that certain Deed of Trust executed by

Phillip R. Germano and wife, Vicki R. Germano

to G. L. Oates . Trustee for the use and benefit of Wortman &

Mann, Inc. beneficiary on the lst day of April, 1975 encumbering

certain lands in the County of DeSoto , State of Mississippi,

which said Deed of Trust is recorded in Book 184 at Page 353

Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 35,900.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 22nd day of May, 1975

WORTMAN & MANN, INC.

BY:
Thomas J. Tompkins, Vice President

County

BY: Male M /ell

Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 22nd day of
May, 1975

Colombiaton Explore Aug. 2, 1975

Notary Public Server

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock recorded in Book 110 Page 205 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 30 day of 1975.

Pees \$2.50pd.

SEAL H. Y. Ferguson, CLE

2773

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

in the Office of the Chancery Clerk of

Washington, D. C.

, that certain Deed of Trust

executed by

Malcolm E. Holmes, Jr., and wife, Patale Marie Potter Rolmes

G. L. Oates , Trustee for the use and benefit of Wortman & Original dated 29th January, 1975 and correction Deed of Trust Mann, Inc. beneficiary on the 31st day of January, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 183
Correction Deed of Trust recorded in Book 185 at Page at Page

Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 32,950.00 secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 23rd day of May, 1975

WORTMAN & MANN, INC.

Thomas J. Tompkins, Vice President

County

ATTEST:

Charles M. Kelly, Vice President STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 23rd May, 1975

My Commission Expires Aug. 1, 1973

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book No Page 2016 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 30 day of

CANCELLED BY AUTHORITY RECORDED IN BOOK

Branch Menghes No. Mos 180

Truck 30 19 75

Deed of Trust - Mississippi-Iim Walter Comes, Inc.

Storley Cornell

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Mississippi, bereinafter called Beneficiary, in the sum of THIRty THOUSAND Twenty to DR and (\$ 30 c = 10 made by the Grantor to the Beneficiary and payable in monthly installments of \$ 166

in part, and also say further and future advances to be made to the Grantor by the Beneficiary at well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust.

All of Lot No. 333 in the Town of Hernando, Mississippi, situated in Section Thirteen (13), Township Three (3), Range Eight (8) West, as said lot appears on the official map of the Town of Hernando, Mississippi, on file in the Chancery Court Clerk's office, DeSoto County, Mississippi.

TOGETHER WITH all and singular the ways, essements, riparian and other rights, and all tenements, heredisaments and apparenances there unto belonging or in anywise appertanting, and all buildings, structures and other improvements on or our taid land or that hereafter may be erected or placed theretog, and all fistures stratched theretos and all zents, income, issues and profess actualize and to active therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully selected of the fee simple title to the above described property and has full power and sutherity to grant, bargain, sell and cookey the same is the Trustee, that taid property is free and discharged from all liens, co-cumbrances and claims of every kind, including taxes and assessments, that said groups the contract of the contract of the said property in the Trustee as may be reasonably sequired.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfall the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforecastil indebugations, any and all extensions of contract advances, loans and extensions of cooking the Beneficiary herein, or the holder or holders of the indebtedness above described, in the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall; pay the indebtedness recited is and evidenced by used more and any extensions of receival indebtedness above described, in the Indebtedness of liability however created on evidenced; pay all taxes, assessments, leaves, all entirely promptly above this deed of trust and dole and before definitions of the profess periodic including reasonable attorney. Need thereby promptly when due and before delinquency thereof, pay all costs and expenses incurred or paid by the Beneficiary and its first possess. In payment of an attorney, whether collected by foreclours or otherwise,

Fifth: All moneys expended by the Beneficiary for the making of any and all needed sepairs and improvements, payment of taxes, assessments, lient, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interest, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the and Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loss, and likewise the usual and necessary contained to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantot shall abandon the property conveyed hereby or become intolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankruptc, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

Eighth: The Grantoes waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantoes also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at marutity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee berrein named, or any succeeding Trustee, shall said property, or a sufficiency thereof to saisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent. Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any pare thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors, such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointment shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of

The Department of the Control of the	Mar Managarana at Managaran	
It is covenanted and agreed that the terms "Grantes" in connection therewith, shall be construed to include the whenever and wherever the context to admits or requires, be obligatory upon their heirs, legal representatives, success	and beneficiary and Trustee for plural as well as the singular number and that all covenants and obligations tots and assigns.	convenience berein employed, and any pronouns use t, and the musculine, feminine and neuter gender of the respective parties hereto shall extend to an
WITNESS the signature of the Grantor this 30	day of	1 1971
	A	enly (and
troithe is Derry Oceanie		
	ACKNOWLEDGMENT	
STATE OF MISSISSIPPI COUNTY OF		
Personally appeared before mr, the undersigned author the within named	tity, duly authorised by law to take a	cknowledgments in and for said County and State
to me personally known, who acknowledged that mentioned, and for the purposes therein set forth.	signed and delivered the fo	regaing instrument on the day and year therein
GIVEN UNDER MY HAND AND OFFICIAL SEAL	t, this the	, 19
	Notary Public	
SEAL	My Commission E	Di Tilon
		JIM WALTER HOMES, INC.
	ACKNOWLEDGMENT	1 O. DID 29601
STATE OF Tennessee		TAMPA, FLORIDA 33622
Personally appeared before me, the undersigned one of the subscribing witnesses to the foregoing instr- names Stanley Carroll	d authority in and for the Jurisdic rument, who, being first duly swo and	tion aforesaid. Jorry Franklin on deposeth and swith that he saw the within
hishand and wife, whose names are subscribed thereto	o, sign and deliver the same to	John H.Fox III.
Frustee, for the benefit of Jim Walter Homes, Inc.,, the he said Stanley Carroll	nat he, this affiant subscribed ins	(Trainer) name as a witness thereto in the presence of
hisband and wife. GIVEN under my hand and official seal, this the	30th day of April	1 19 75
	Hula	NOTARE PUBLIC
	The state of the s	2 (4) 14 (4) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	TECHNISSION EXPIRES AUGUS	1 29, 1260

STA recorded in Book 100 Page 30) records of REAL ESTATE TRUST DEEDS 1975, and that the same has been of said County. Witness my hand and seal this the 30 day of 1975. Fees \$ 3 50 pd.

209

russignment of this Instrument Recorded in eal Estate To

Assignment of this Instrument Recorded W eal Estate

Deed of Trust-Mississippi-Iim Walter Homes, Inc.

Whereas, William Mc Intyle and Heamonds MI Intyle

hereinafter called Grancor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at State of Mississippi, hereinafter called Beneficiary, in the sum of the today of the state

entire principal sum, together with interest from manurity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the manurity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

as Pollowin Cosoto Co Miss

Part of the northwest quarter of Section 22, Township 1, Range 8 West, DeSoto County, Mississippi described as beginning at the northwest corner of said Section 22; thence on the west line of Section 22 South 5 15' east 2680.16 feet to a point in the center line of Stanton Road; thence with the center line of Stanton Road north 84 00' east 1,737.53 feet to the point of beginning of the land herein described; thence north 6 00' west 554.0 feet to an iron pin; thence north 84 00' east 157.0 feet to an iron pin; thence south 6 00' east 554.0 feet to a point in the center line of Stanton Road; thence with the center line of Stanton Road south 84 00' west 157.0 feet to the point of heripping and north 157.0 feet to the point of heripping and north 157.0 feet to the point of heripping and northing 200 west 157.0 feet to the point of heripping and northing 200 center line of Stanton Road south 84 00' west 157.0 feet to the point of heripping and northing 200 center line of Stanton Road south 84 00' west 157.0 feet to the point of beginning and containing 2.00 acres, more or less.

TOGETHER WITH all and singular the ways, essements, riparian and other rights, and all tenements, herefitsment and appurenances there or placed thereon and all principal structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all furtures attached thereto and all result income, issues and profits acroning and to across therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the showe described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that taid property is free and discharged from all lient, encumbrances and claims of every kind, including axes and savenances; that said Grantor will make such further assurances to perfect the fee simple to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and continuous as obligating upon the espective parties:

First: In addition to the afterested indebendances, any and all excensions or renewals of the same or any part thereof, and any and all further or future advances; loans and extensions of credit by the Beneficiary herein, or the holder or holdings of the indebendances above described, to the Grantor are intended to be secured and are accurated by this intuminent.

Second: The Grantor shall: pay the indebendances recited in and evidenced by said more and any extensions or renewals thereof, and all other property and upon this deed of must and note and the moneys secured beguing the following or potentials thereof, and all costs and property and upon this deed of must and note and the moneys secured beguing the following or potentials to the parties of the parties of the following reasonable attorneys for eight property and upon this deed of must and note and the moneys secured beguing a following

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, so execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

ness to full due and payable at the option of said Beneficiary, and shall fully empower the mid Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moners expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real exists, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real exists where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed and proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a pair of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest there after at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankruptcy, or should any proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

purporment of this instrument Recorded by Real Estate TD Book This the 31 day of aug. 19 82

Re-record Assignment of this instrument Recorded In Real Estato TO 287 Page 73 This the 31 day of ang 19 82 M. D. Frerques

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destruction of the second

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale bereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sair more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantons, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making our sale, but he may make as many mies under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Our of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a sen per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedorss, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor of successors, such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedorss may desire, and shall continue as long as any part of the indebtedorss hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Ben in connection therewith, shall be construed to include the plural as a whenever and wherever the context so admits or requires, and that al- be obligatory upon their beirs, legal representatives, successors and as	eficiary and Trustee for co sell as the singular number, il covenants and obligations of tigos	mvenience herein employed, an and the musculine, feminine of the respective parties hereto	d any pronouns used and neuter gender, shall extend to and
WITNESS the signature of the Gracour this		anda Milin	gene Gel
ACKNO	OWLEDGMENT		
STATE OF MISSISSIPPI COUNTY OF Personally appeared before me, the undersigned authority, duly a the within named	nithorized by law to take ad	koowledgments in and for said	County and Stare,
to me personally known, who acknowledged that at mentioned, and for the purposes therein set forth.	gned and delivered the for	rgoing instrument on the da	y and year sherein
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the	day of		. 19
SEAL	Notary Public My Commission Ex	RETURN JIM WALTER HI P. O. BOX TAMPA, FLORI	OMES, INC. 22601
STATE OF Tennessee		TAMEN, FLORE	DA 33622
Personally appeared before me, the undersigned authorione of the subscribing witnesses to the foregoing instrument, names. William McIntyre	who, being first duly swor and Aramanda Mo	m deposeth and saith that clintyre	
husband and wife, whose names are sub-cribed thereto, sign as	nd deliver the same to	John H. Fox III	
Trustee, for the benefit of Jim Walter Homes, Inc., that he, to the said Armanda McIntyre	, and	name as a witness thereto i	n the presence of
husband and wife. GIVEN under my hand and official scal, this the	Pfeels	NOTARY PUBLIC	£
I certify that the within instrument of minutes A. M. 29 day of or cecorded in Book 96 Page 209 recorded said County.	W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THE PROPERTY AND ADDRESS.	The set of the second
Witness my hand and seal this the_	30 day of	guson!	1975.

Sot 202 farnal Release of this instrument Recorded in MOBB CET States laws Page____

Page 650 This 29 day of march 1976

* an alakes

Deed of Trust

To

JAMES E. MCGEHEE & COMPANY, INC.

day of MAY THIS DEED OF TRUST, Made and entered into this the by and between Shelton-Roberson Builders, Inc., a Mississippi Corporation of the first part, hereinafter designated as the GRANTORS: Max B. Ostner, Jr.

Trustee of the second part, hereinafter designated as TRUSTEE; and James E. McGehee & Company, Inc. of the third part, hereinafter designated as the BENEFICIARY. WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of One Hundred and Sixty Thousand and no/100 -- -- -- DOLLARS (\$ 150.000.00.), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, Note is due and repayable on demand, but if no demand is made the note is due one (1) year from date.

as provided in the note on the unpaid principal balance of — par xeekan nex amuna and postdios x

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon altuated and thereunto belonging, lying and being situated in the City or Town of_

District of DeSotto County, State of Mississippi, and more particulary described as follows, to-wit:

Lots 9, 45, 49, 140 and 202, Section "A" Revised, Churchwood Subdivision in Section 2, Township 2, Range 8 West, DeSoto County, Mississippi as shown by pat appearing of record in Plat Book 12, page 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

RELEASE CLAUSE: This deed of trust is given on condition that any of the abre mentioned lots will be released from the lien of this deed of trust upon payment to beneficiary of the sum of \$32,000.00 per lot to be released plus accrued interest to date.

> Partial Release of this Instrument Recorded in No. 206 Page 2/3 This 30 day of New 1976 I S. Tesquer Cross

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will abserve and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

Pirst: This deed of trust secures not only the aforementioned indebtedness but sixe such future and additional advances as may be made to the granters, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 advances as may be made to the granters, or either or not any such future or additional advancements will be made), (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the granters, as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the granters, as well as any additional indebtedness be represented by or either of them, before the cancellation of record of this instrument, whether such indebtedness of any granter made as joint promissory notes, open account, over-draft or otherwise, including also any indebtedness of any granter made as joint maker, surety, endorser or guaranter, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not

Second: The grantors herein shall pay all taxen and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements assessed upon and land incured at all times during the continuance of this deed of trust against loss or damage by situated upon said land incured at all times during the continuance obtainable or in such amount as may be applied, and other hazard for the maximum amount of insurance obtainable or in such amount as may be applied by the beneficiary, in some solvent insurance company or companies authorized to do business in the state proved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and antisfactory to the said beneficiary, with standard martigage clause attached in favor of said of Mississippi, and antisfactory to the said beneficiary, with standard martigage clause attached in favor of said of Mississippi, and on failure as to do, then the standard beneficiary, or the legal holder or holders of the indebtedness secured hereby, and on failure as to do, then the legal delivered to the legal holder or holder of the indebtedness secured hereby, and on failure as to do, then the legal holder of the not or notes, or either of them, may pay said taxes and assessments, redeem the property from any holder of the note or notes, or either of the maximum standard property of said in the payments of the property of said on the trustee herein shall have all of the interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the indebtedness and the failure to promptly repay the legal holder or holders of the said necessary and the failure to promptly repay the legal holder or holder or holders or damage to the premises by fire or other holder of said indebtedness imme

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness have in provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a hankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or or their said vendees, immediate or remote, or either of them, looking to the property herein conveyed shall trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon raid property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good say holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good said indebtedness. The buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtaneness hereinabove conveyed, that the property entire the property and the control of the said Beneficiary.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the name county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Heneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustees fee provided for in this osed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, ahall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust, then

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrugation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inshility of any such trustee to act, or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust shall exhaust the right to exercise such power, but all rights lection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneshall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indobtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be or in the payment of attorney's feen and/or other items expended in the protection of this security, and any other in arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be rull and cured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance the interest thereon, or if default is made in the payment of taxes or insurance the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal the beneficiary, he and become at once due and payable without notice to the grantors, and the trustee herein named, or his to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Decel of Trust, fee principal and indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Decel of Trust, fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and sasigns of the parties hereto. Whenever used, the singular number shall include the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtdeness hereby secured or any transferre thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature	SHELTON ROBERSON BUTIDERS, INC. BY: Robert Shelton, President

o severally acknowledged that signed and spear therein mentioned.		oing deed of Louis	
Given under my hand and official seal, this the	day of	Physida.	-
	My Commission expires		
CATE OF MISSISSIPPI			
OUNTY OF Desoto			named
Personally appeared before me, the undersigned a	authority in and for the jurisdic	tion Electricald, and	
The second of the second secon	and .		
Preside	GD C ABO		tell or
Shelton-Roberson Builders, Inc.	. a corporation, and that for	rand on behalf of said corp natrument of writing on t	he day
nd as its art and deed, they signed, sealed and delived in the year therein mentioned, they having been to	first duly authorized so to on.		975
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	My Commission expires_	9-25-76	-
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of said County.
Witness my hand and seal this the 30 day of

Fees \$ 5.00 P

1975.

192 PAGE 108
17 DAY OF October 1975 215

H. J. Zargerson

Mininsippi Bunkers Association Form No. 1 (Revised Dec. 1865) J. A.N.D.

DEED OF TRUST

TO

THE HERNANDO BANK

THIS INDENTURE, this day made and entered into between Billy W. Huckaby and wife, Elva Lee Huckaby

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

of the third part, hereinafter designated as the Beneficiary.

On or before August 30, 1975

Said note bearing interest from date at the rate of 10% per annum.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 9, Hazelwood Subdivision in Section 32, Township 1, Range 8 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 1, Page 48 in the office of the Chancery Clerk of DeSoto County, Miss.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due date without penalty.

Together with all the hereditaments and appurenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the torms of this instrument and secured hereby, including the payment of any sams which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of payment of the security. If all indebtedness assured hereby shall be promptly paid when due and pended in the protection of this security. If all indebtedness assured hereby shall be promptly paid when due ampended in the protection of this security. If all indebtedness assured hereby shall be promptly paid when due ampended in the protection of this security. If all indebtedness assured hereby shall be promptly paid when due amided not obtained the security of the payment of the note or notes neutral hereby, or of any installment thereon, or of any installment of laterest as provided hereby, or if the payment of the note or notes when due and demandable of any other item of indebtedness ascured hereby, or the interest thorson, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all made in any other convenant herein and all amounts secured hereby, shall, at the option of the beneficiary, or the interest and charges accraced therein, and all amounts secured hereby, shall, at the option of the beneficiary, or the interest and charges accraced hereby, as an all payable, and the trustee herein named, or owner or holder of said note or notes, be and hereby as and terms of said as required by Section Sistem unpaid. Such said shall be made by giving notice of the time, place and terms of said as required by Section Sistem unpaid. Such said shall be mediciary, or the owner or holder of the not

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is judge as to whether or not such future and additional advances shall be made. In addition, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or conintended that this conveyance shall secure.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the heneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the sutire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbe-fore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said incurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this same shall have been paid, shall side, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the heneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and taxes or assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formai notice to the original or any successor trustee, or to the granter hereis, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, named and vice-president, ascretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this dead of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 28th day of May

Billy W. Huckaby Elva Lee Huckaby

STATE OF MISSISSIPPI, COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid.

the within named Billy W. Huckaby and wife, Elva Lee Huckaby who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of May My Commission Expires: 7-25-78

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at _ | o'clock SO minutes A. M. 29 day of The 1975, and that the same has been recorded in Book No Page 215 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 30 day of 1975.

Feen \$5.00 pd.

PARTIAL RELEASE

For value received, the undersigned beneficiary of that certain deed of trust made and executed by Churchwood Development Corporation to Ervin McKay, Trustee for National Bank of Commerce, dated April 21, 1972 and appearing of record in Real Estate Trust Deed Book 141, page 160, filed for record April 21, 1972 at 4:00 p.m. in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lots 9, 45, 49, 140 and 202, Section "A" Revised Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as shown by plat thereof recorded in plat book 12, pages 45-46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a Partial Release releasing only the above described land. In all other respects, said lien instruments shall remain in full force and effect.

The undersigned beneficiary hereby authorizes the Chancery Clerk of DeSoto County, Mississippi, to make the appropriate marginal notations on the face of the lien instrument.

Witness the signature of the duly authorized officer of the Corporation this the 27 day of May, 1975.

BY: Walto frame of commerce

STATE OF TENNESSEE COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and State, the within named

Walter B. Howell, Jr. , the Vice-President of said Corporation, who acknowledged that he signed and delivered the above and foregoing Partial Release on behalf of said Corporation as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal this 27th day of May, 1975.

Notary Public

My Commission Expires:

MY CONSIDERAN ENGLS MARCH ID. 1915

Toertify that the within instrument was filed for record at 16 o'clock 36 minutes A M 29 day of 1975, and that the same has been recorded in Book 1816 Page 2/8 records of REAL ESTATE TRUST DEEDS of maid County.

Witness my hand and seal this the 30 day of 1975.

Fees \$ 2.50 pd

SEAL H. J. Gerguson, CLERY

4057 ORDER TO CLERK TO CANCEL DEED	OF TRUST	Class
STATE OF MISSISSIPPI. }		
KNOW ALL MEN BY THESE PRESENTS: That O. D.	Bratton and J. W. Cartwright	
of	the beneficiary, does hereby certify that	t a cortain trust dec
bearing date the 23 rd day of June	1971, made and executed by William N	. Bird and
wife, Janie J. Bird of	10	
the above named beneficiary, and recorded in the office of the	Chancery Clerk of DeSoto	
County, in the State of Mississippi in Real Estate	Trust Deed Resped No. 130	n page 199
of the Record of Trust Deeds, on the 29th day of	June , A. D. 19	71, is now fully pai
and satisfied; and I do hereby authorize the Clerk of the Chance	ry Court of said	
County to enter satisfaction and certificate of payment in full upo	in this said instrument and that this order be record	ed in the records o
aid County also as provided by law.	Ch A	
		ب
	D. D. Bratton Cantown	4_
	J. W. Cartwright	V
DeSate County.		
Personally came and appeared before me, the undersigned .	notary public	
and for County and State aforesaid O.D.Bratton & J.W		West Knowledge and
elivered the above and foregoing instrument on the day and da		triat for signoral and
given under into hand and seal of office this 29th		A. D. 19 <u>75</u>
\$ 01 A A	S. hood II	
My Commission Expires:	Notary Public	

STATE OF MISSISSIPPI, DESCRIPTION OF MISSISSIPPI, DESCRIPT

		N. Francisco		
STATE OF MISSISSIPPI, DoSoto County.				
KNOW ALL MEN BY THE	SE PRESENTS: That		L BANK OF SOUTHAVEN,	
of DESOTO	7000		neficiary, does hereby certify th	
	y of JUNE	1970 , made a	nd executed by GARDNER B	ULLINGTON A
E JEAN BULLINGTON	of DI	CS0110	. to FIRST NA	TIONAL BANK
the above named beneficiary, and	recorded in the office of t	the Chancery Clerk of	DESCTO	
County, in the State of Mississipp	in REAL ESTATE	Trust I	Deed Record No. 118	on page 335
of the Record of Trust Deeds, on	the 6 day	or july	A. D. 19.	ZO Is now fully
and satisfied; and I do hereby aut	sorize the Clerk of the Ch	ancery Court of said	BESOTO	
County to enter satisfaction and co	rtificate of payment in full	upon this said instrumer	nt and that this order be recor	ded in the recon
said County also as provided by la	 .			
		FIRST	NATIONAL BANK	
			ecald R.S.	. /
		BY: 🛫		-//
		CHROALI	R. TAYLOR, ASST. VIC	M5-PRESIDEN
STATE OF MISSISSIPPI, DeSoto County.				
Personally came and appeared	before me, the undersign	ed authority		
in and for County and State aforesa	GERALD R.	TAYLOR	_who_acknowledged	that he signed
delivered the above and foregoing	Instrument on the day an	d date for the purpose !	thereis mentioned.	
Given under my hand and sea	I of office this	21. day of	MAY	A. D. 1975
A		Sania	g. Ingress.	noon
e a a		16	My Communium Expires out	J. 1111
6	14.51 .511	برابال		
Te discount of the second	i, in	NINCS-SATINFECOS'S PRAG	- N. T. S	

STATE OF MISSISSIPPI, DESCTO COUNTY	
30 minutes A. N. 39 day of 1975, and that the same of said County.	_o'clock nas been
withese my hand and seal this the 30 day of mo	1975.
SEAL H. H. Sea	FRK

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LGAN ASSOCIATION,
a Mississippi corporation, does Pereby release from the lien of that certain deed of
trust executed by <u>REEVES-WILLIAMS, INC.</u> , to Stuart Robinson, Trustee for
Bankers Trust Savings and Loan Association, dated November 13, 1973, and recorded
in the office of the Chancery Clerk of theState of Mississippi
, in Book 170 at Page 489 thereof, the following described land
and property lying and being situated in the
of De Soto County, Mississippi, to-wit:
Lot 1227, Section F, GREENBROOK S/D, De Soto County, Mississippi
Only the property specifically described above is released from the lien of
said deed of trust, which deed of trust is to remain in full force and effect as to
all other property described therein and not heretofore specifically released from
the lien of same.
WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the
BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
Jerry Jackson, Vice President
STATE OF MISSISSIPPI
COUNTY OF Hinds
Personally came and appeared before me, the undersigned Notary Public in
and for said County and State, <u>Jerry Jackson</u> , personally known to me to
be a <u>Vice President</u> of Bankers Trust Savings and Loan Association, a
Mississippi corporation, who acknowledged that for and on behalf of said corporation
and as its act and deed, he signed and delivered the above and foregoing Partial
Release on the day and year therein mentioned, and for the intent and purposes
therein expressed, he being first duly authorized so to do by said corporation.
GIVEN under my hand and official seal of office, this the 22nd day of
May . A. D., 1975
$\theta = 0$ $A \cdot m$
NOTARY PUBLIC
My Commission Expires:
My Commission Lapines Aug. 13, 1978
L-DL-4
STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
of said County Page 221 records of REAL ESTATE TRUST DEEDS
witness my hand and seal this the 30 day of 20
1975.

Fees \$2.50 pd.

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16,1972 executed by Wallace E.Johnson Enterprises Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims as Trustee (s) for First National Bank of Memphis, Beneficiary, which Deed of Trust is recorded in Book 139 . Page 581 . in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc., the following described property located in DeSoto County, Mississippi, towit: Lot 365 , Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.	đ
To have and to hold the aforedescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.	
But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.	
IN WITNESS WHEREOF the said First National Bank of Memphis Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this OBRO day of INTERNATIONAL ATTEST:	ŧ
FIRST NATIONAL BANK OF MEMPHIS By By By	
assist bus freeded	
STATE OF TENNESSEE COUNTY OF SHELBY	
personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named by the provided who acknowledge that as the provided respectively, for and on behalf of and	
by authority of FIRST NATIONAL BANK OF MEMPHIS they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.	
GIVEN UNDER MY HAND AND seal of office this the 30 Ko day of 1000	
Sinda S Smith	
My commission expires:	
MY COMMISSION DATABLE MARCH 24, 1979.	
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 39 day of 1975, and that the same has been recorded in Book 100 Page 323 record of REAL ESTATE TRUST DEEDS of said County.	Hes.
Witness my hand and seal this the 30 day of 1975.	
Fees \$2.50 pd. SEAL H. H. Gerguson, CLERK	

CANCELLED BY AUTHORITY RECOMMENT OF THE SECONDARY OF JULY 15

W. S. 7. CHANCER CLERK

	F 1 N 10 10 10	7-45			
	FOR REAL EST	ATE, CHATTEL	OR BOTH		-
James W. Smith and wife					
Angelee Smith					
To { DEED OF TRUST	brown James	W. Made this 20th W. Smith and	wife. Ang	May elee Smith.	Party 19 75
First National Bank. Southaven, Miss.	and First Nati	onal Bank, So	outhaven, N	Miss., Party	of the first part
and 52/100 Dollars (\$3.3) 36 equal monthly installm and due the 28thday of eac due on the 28thday of May and any further amount that the party of the sex	14,52), which ents of \$92.07 th month there	includes prin leach, begin after until pa sooner paid	rnousand r ncipal and i ning on the aid in full,	nree Hundre nterest, repa 28thday of J with the fina	l Fourteen yable in une, 1975, l payment
Payment of the same when due. Therefore, in paid by Arthur E. Huggins bargained, and sold to the said Trustee the follow RASSESSESSESSESSESSESSESSESSESSESSESSESSE	consideration of the peen owing described property.	ines, and of the sum of Trustee located in the County of EXECUTE AND ADDRESS.	One Dellay to the per the part Y of DeSoto, and state	net part having agreed on the State of Minimippi, XXXIX	in secure the prompe all the first part this day granted, Y NN X 15 X 15 X 10 X
Lot 264, Section	on B. in Broo	k Hallow Sub-	dinimina in	Property Char	ADVENIEN AND
Township 1 So in Plat Book 7 DeSoto County	. Page 35. in	vest, as show	THE RESERVE TO SERVE THE PARTY OF THE PARTY		
This Deed of Trust is second in Book 127, Page 207, in	nd and subord the office of th	nate to that one Chancery (ertain Dee Clerk of De	d of Trust of Soto County,	record Mississipp
Should the Toutee at any time believe said session of suid property and sell the same as become on or before SEXXXXXXXXXXXXXXXXXXIII 1712 shall take possession of said property, and after givinel the same at public suction, to the highest bidden.	turity	TX then this i	instrument to be you	ptly pay the above at I but in default thereof	the and Tour
of the first part. In case of failure or inability on the	and all costs incorred h	entin, and if there he a	under och ocplu	vertisement. The proce	wide of said side
Witness OUP signature S Witness	the date written above.	\$ m		Mmmel to	
STATE OF MISSISSIPPI DESOTO COUNTY. Personally appeared before me. Bobbie James W. Smith and wif	THE RESERVE OF THE PARTY OF THE	a Notary Pul	blic	of said County, th	within named
	20th day of		ay and year therein	mentioned. 75	
My Commission expires: February 19, 1976 state of Mississiph, Desotto County.	Constant		ry Public	aswa	RXC WXR
Control of the Contro	o, sign and deliver the s	morning withclies to	that he, this depon	ent, subscribed his pair	ret duly swom,
I certify that at	O COUNTY		~	he saw the other subs	
I certify that the within minutes A M. 29 da recorded in Book 186 Page of said County. Witness my band and sent	223 record	BOF REAL W	for record and that t ESTATE TRI	the same ha	'clock s been
Witness my hand and seal	this the 3	O day of	ma		975.

Per \$ 2.50 pd

AUTHORITY TO CAN	CEL			
faction and cancellation	nd constitute you as my at a of a certain trust deed o	mortgage given by HA	a the margin of the	AT SECURIT
HELEN K. JOBES	October	, 19 73, and recorded	d in Book 167	
of the record of trust	deeds and mortgages of I	esota commy	A. D., 19 (9-	31
This the		Robert	T. HIL G. GILDER	وم
STATE OF MISSISSI DESOTO COUN	TV			
ROBERT G. GIL	lly appeared before me, th DER		who acknown	open that the
signed and delivered	the foregoing instrument	on the day and year and	for the purposes the	rein mentioned. A. Ib. 1975
Given under my	hand and seal of office th	the 29 may may	el Doru C	
		NOT	ARY PUBLIC	100
	esion Expires Nov. 2, 1920			T 10 80 %
	PL DESCIO COUNTY SON hereby certify that this is 195 at o'clock	nstrument was filed for record	in my office on the .nd that the same is no	day of will duly recorded in
	of the records of Deed hand and west of my office in t			
((DEAL))		By:		, Chancety Cler
TIMES-POST - HOUSTON				
	PESCTO COUNTY	was filed for I	ecord at 3	has been
	and seal this the		TRUST DEEDS	1975.
ees 5 2.50 pd.	SEAL_K	1. H. Sero	juson,	CICAN
	ALC: UNKNOWN			

Form FHA-Miss. 440-1 (Rev. 10-13-51)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by John A. Graves , and , his wife, of DeSoto County, Mississippi, (hereinafter called the "Borrower"), dated the 16th day of June , 1° 67 recorded in Book 95 , Page 285 , in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$\frac{1}{2}\$ as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

*In further-consideration of the unking or insuring of such a loan by the Government to the Borrower, the undereigned hereby subscribes in favor of the lien of the Government's deed of trust upon onid real estate any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower under the borns of its occurity insurance.

Mrs. Thelma W. Richmond

*Strike if the deed of trust contains no future advance clause.

1	
	## ACKNOWLEDGMENT
	(Individual)
	STATE OF MISSISSIPPI
	COUNTY OF
	On this the 27 day of May , 19 75, before me,
	the undersigned, a Notary Public in and for the County and State aforesaid,
	to me well known to be the nement(s) whose remotel to
	(are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed and delivered the same for the uses and purposes
	therein mentioned and set forth.
	IN WITNESS WHEREOF, I have hereunto set my hand and seal.
100	
	761141
10	(SEAL)
6	My Commission Expires:
, A	My Democracy Styles has be SSN
XX.	
類	ACKNOWLEDGMENT
1	(Corporation)
WALKER, FRANKS, RON	STATE OF MISSISSIPPI)
NO.	
2	On this the
8	
ON THE	who acknowledged himself to be the
8	and that he, as such
BRIDSFORTH & WOODS, LTD.	so to do, executed and delivered the foregoing instrument for the uses and purposes therein mentioned and set forth by signing the name of the corporation
,55 55	by himself as such officer.
b	IN WITNESS WHEREOF, I have hereunto set my hand and seal.
	The state of the s
	(SEAL) Notary Public
	My Commission Expires:
	an Caudha add d
	** Strike whichever is inapplicable.
STAT	CE OF MISSISSIPPI, DESOTO COUNTY
10	certify that the within instrument was filed for record at o'clock
Tene	minutes P. M. 39 day of Mo. 1975, and that the same has been and County. 1975, and that TRUST DEEDS
Wi	tness my hand and coal this
73	tness my hand and seal this the 30 day of the 1975.
1,666	\$ 3.00 pd.
	SEAL H. J. Gerguson, CLERK

141.70				Class
STATE OF MISSISSIPPI, DeSote County.				
KNOW ALL MEN BY THESE of Southaven, Missi		RST NATIONAL BA	NK	
bearing date the 31st day	of_ December	19_74 , made and exe	cuted by BEN SMI	TH ENGINEE
CO., INC.	⊸ Southaven	, Mississippi		. HARDIN,
County, in the State of Mississippi is			econd No. 182 on	491
of the Record of Trust Deeds, on the				
and satisfied, and I do hereby author			DESOTO	
County to enter satisfaction and certif	licate of payment in full upo	in this said instrument and	that this order be recorde	d in the records of
said County also as provided by law.		<i>∂Oth</i> day of Ma		
		FIRST	NATIONAL BANK	/
	В	v: Dic	hard -	J áy lo
TATE OF MISSISSIPPI.				
Personally came and appeared be			Public	
and for County and State afcresaid,	Kickard I		who acknowledged it for and	
livered the above and foregoing inst E first duly authori Gwenn under my hand and seal of	office this PC	red by said Ban	mentioned /FIRST N. k to so do.	ATIONAL BAN _a. d. 19_75
My Commission Exp My Commission Expires Nov		anna.	ilille <i>Eil</i> l	rson
S S S S S S S S S S S S S S S S S S S		NOTARY I	PUBLIC	
Application of the second	S STATES	attinique sress		

Therefore that the within instrument was filed for record at a o'clock minutes R. H. 29 day of 1975, and that the same has been recorded in Book 186 Page 22 record of REAL ESTATE TRUST DEEDS of the same has been and seal this the 30 day of 1975.

Free 2250 day of CLERK

CLERK

Fees \$ 2.30 pd.

PREPARED BY.
S. MEY M. XATZ. ATTY.
1041 KNIGHT ARMOLD ROAD
MEMPHIS ITME

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration.	the receipt of which is acknowledged,
the undersioned does hereby coll	and leading of which is acknowledged,
SAVING FUND SOCIETY	l, transfer and assign unto <u>THE PHILA</u> DELPHI
cuted by ROOSEVELT MORGAN and	, that certain Deed of Trust exe- J. MORGAN wife, WANDA/ to DELTA TITLE
COMPANY	the benefit of National Mortgage
Company, a Tennessee Corporation	, dated December 12th , 1975 ,
securing a note in the sum of \$	32,000.00 , recorded in Book 182 .
Page 131, of the office of th	e Chancery Clerk of DeSoto
County, Mississippi, together wi	th the indebtedness secured thereby.
	y warrants that it is the legal owner
	ess and is capable of conveying title
to same.	tonveying title
The undersigned covenants that Deed of Trust and assigned by the amount of \$ 32,000.00 , plus annum, the first monthly installs February , 19 75 .	t the original Note secured by said is instrument is in the principal interest at the rate of 8.9 % per ment being due the lst day of
	igned has executed this assignment t and Assistant Secretary, and has thereunto affixed on this the <u>25th</u>
	MATIONAL MORIGAGE BOTTANY
	Sidney My Katz 4. let
ATTEST:	Senior Vice President
Jame / John	
Marvin J. Loskove Assistant Secretary	
STATE OF TENNESSEE COUNTY OF SHELBY	
they, as Senior Vice President an of and for and on behalf and by a Company, a corporation organized State of Tennessee, signed the above	and existing under the laws of the ove foregoing instrument and affixed
GIVEN UNDER MY HAND and seal of o	
, 19 <u>75</u> .	Judith Combe STEP
My Commission Expires Sept. 13, 1977 2 (71/226	NOTARY PUBLIC
of MISSISSIPPI, DESCTO COUNTY ertify that the within instrument winutes A. M. 3 day of ded in Book 186 Page 229 recorded County.	was filed for record at // o'clock is of REAL ESTATE TRUST DEEDS
ness my hand and seal ele-	TRUST DEEDS
250 pd. SEAL A.	Hay of June 1975.
	The state of the s

PREPARED BY: SIDNE MR. KATZ, ATTY, 4041 MINIST ARNOLO ROAD MEMPHIS, TENN. 38118

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,

the undersigned does hereby sell, transfer and assign unto WYNNE
FEDERAL SAVINGS AND LOAN ASSOCIATION , that certain Deed of Trust exe-
cuted by Kenneth W. Allum and wf. Cathryn L. Allum to Delta Title Company
, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated November 22nd , 19 74 .
securing a note in the sum of \$ 18,000.00 , recorded in Book 181 ,
Page 604 , of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$\frac{18,000.00}{0.00}\$, plus interest at the rate of \$\frac{91/2}{2}\$ per annum, the first monthly installment being due the 1st day of January, 19_75
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 27th day of May , 19 75 .
HATTOWAT MOREGAGE COMPANY
Sidney M. Katz Senior Vice President
Marvin J. Loskove
Marvin J. Loskove Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Refore me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgare Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate heal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and send of office, this the 27th day of May , 19 75 .
My Commission Fanires Sept. 13, 1977 Judith Commission
2/71/226 NOTARY PUBLIC
I certify that the within instrument was filed for record at 11 o'clock recorded in Book 186 Page 230 records of REAL ESTATE TRUST DEEDS. Witness my hand and seal this the 4 day of Out of 1975
ees \$ 2.50 pd. SEAL H H A 1 1975.
SEAL DI GLERK CLERK

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto WYNNE
FEDERAL SAVINGS AND LOAN ASSOCIATIO, that certain Deed of Trust exe-
cuted by Chris H. Darnell & wife Michell A. Darnellto Delta Title Company
, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated August 6th . 19 73 .
securing a note in the sum of § 16,500.00 , recorded in Book 164 ,
Page 108 , of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$\frac{16,500.00}{2}, plus interest at the rate of \$\frac{8}{2} \textit{Z} per annum, the first monthly installment being due the lst day of September , 19 73 .
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 27th day of
MATIONAL MORTGAGE COMPANY
1/7//
Sidney M. Katz H. Cally Senior Vice President
Marvin J. Loskove
Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Before me the undersigned, a Notary Public in and for the aforesald County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged the
Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and seal of office, this the 27th day of May . 19 75 .
My Commission Expires Sept. 13, 1977 Judith Combe
NOTARY PUBLIC
2/71/226
STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 11 o'clock 53 minutes A. M. 3 day of luce 1975, and that the same has been recorded in Book 186 Page 231 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 4 day of June 1975.
FEES \$ 2.50 pd. SEAL H. H. Gerguson CLERK

PREPARED BY:
SIDNEY M. A. ATTY.
4041 KNIGHT WOOLD ROAD
MEMPHIS, TENA. 38118

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto THE PHILADELPHI
SAVING FUND SOCIETY , that certain Deed of Trust exe-
cuted by Gerald A. Holland and wife, Martha N./ , to DELTA TITLE
COMPANY , Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated March 18th . 19 74 .
securing a note in the sum of \$ 23,750.00 , recorded in Book 173,
Page 25 , of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$\frac{23,750.00}{0.00}\$, plus interest at the rate of \frac{8.60}{0.00}\$ per annum, the first monthly installment being due the lst day of May, 19_74
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 27th day of May , 19 75 .
ATTEST: NATIONAL MORTGAGE CONFANY Calling M. Fatz Senior Vice President
Marvin J. Loskove Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vicu President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and send of office, this the 27th day of 1117 May May Authl Confice TON
My Commission Expires Sept. 13, 1977 NOTARY PUBLIC 2/71/226
kt
TATE OF MISSISSIPPI DESCRIPTION OF LOCAL STATE TRUST DEEDS Witness my hand and seal this the 4 day of Aug. 1975.
ees \$ 250 pd. SEAL H. H. Geraus CIERR

DeSoro County.				
KNOW ALL MEN BY THESE PRE	SENTS: That FIR	ST NATIONAL	BANK OF SOUTHAVE	N, MISS.
of DESCTO		the b	eneficiary, does hereby ce	rtify that a certain trust o
bearing date the 18th day of	DECEMBER	1973, made	and executed by RAY N	ELSON HUMPHREY A
E, GLORIA HUMPHREY	of DESOTO		to FIRST	NATIONAL BANK
the above named beneficiary, and records	ed in the office of the Ch	uncery Clerk of	DESOTO	
County, in the State of Mississippi in	REAL ESTATE	Trust	Deed Record No. 169	on page 409
of the Record of Trust Deeds, on the	27 day of	DEC		19 73, is now fully ;
and satisfied; and 1 do hereby authorize	the Clerk of the Chancers	Court of said	DESOTO	
				Process with waveful and the
County to enter satisfaction and certificate	e or payment in tull upon	trus said instrum	ent and that this order b	e recorded in the records
said County also as provided by law.				
		FIRST NA	TIONAL BANK	
		BY: 1	rald R. V	1.00r
			TAYLOR, ASST. V	0
STATE OF MISSISSIPPI, DeSoto County.				
Personally came and appeared before	me, the undersigned au	thority.		
in and for County and State aforesaid GI	GRALD R. TAYLOR.	ASST. VICE-	PRESIDENT who school	wledged that he signed a
delivered the above and foregoing instrur	nent on the day and dat	e for the purpose	therein mentioned	
Given under my hand and seal of o		day 👏	MAY	ZA D. 1975
	1000	Bancia	J. Ingram	// 1.1945
0.000		# Org	nu gg	engone
		5/11	Marketon E	apires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I cortify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 233 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 4 day of June 1975.

Fees \$ 2.00 pd.

SEAL H. H. Linguis CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Unifirst Federal Savings and Loan Association

of Jackson, Mississippi

, that certain Deed of Trust

executed by

Harold Wallace Lowrie and wife, Marie Lowrie

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 16th day of April, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 185 at Page 75 in the Office of the Chancery Clerk of DeSoto County

Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$35,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 14th day of May, 1975

WORTMAN & MANN, INC.

ВУ:

Thomas J. Tompkins, Vice President

ATTEST:

Charles M. Kelly, Vice President

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 14th / day o

Marta & Sauce

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

I certify that the within instrument was filed for record at 10 o'clock

minutes ## . M. 30 day of 1975, and that the same has been recorded in Book 186 Page 234 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 4 day of fune 1975.

CLERK

Fees \$ 2.50 pd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

MI C

KNOW ALL MEN BY THESE PRESENTS: That	The Hernando Bank
Hernando, Mississippi	the beneficiary, does hereby certify that a certain trust de-
aring date the 10th day of October	19 72 made and executed by James B. Leonard and
wife Joye F. Leonard	to The Hernando Bank
e above named beneficiary, and recorded in the office of the C	Chancery Clerk of DeSoto
	Trust Deed Record No. 149 on page 36
the Record of Trust Deeds, on the 10th day of	October A.D. 19_72 is now fully pa
d satisfied; and I do hereby authorize the Clerk of the Chance	Deceto
	on this said instrument and that this order be recorded in the records
	day of May, 1975.
id County also as provided by law. This the 197	
	The Hernando Bank
	Mauri V
	A. S. Ballard, Jr., President
DeSoto County.	
	Elois M. Barbee
Personally come and appeared before me, the undersigned	
	Jr., President who ecknowledged that he signed a
divered the above and foregoing imtrument on the day and d	tate for the curpose therein mentured, as the act and dee g duly authorized and empowered to so do.
Olven Roder my hand, and seat of office this. 39	day of May AD 192
y Commission Expires:	Eleis M. Bruber
Commission Explicit Jun. 7, 1978	Notary Public

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

#5 minutes #A. M. 30 day of May 1975, and that the same has been recorded in Book /86 Page 235 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the # day of Jura 1975.

Fees \$ 250 pd.

SEAL ## Hand Add Seal this the # CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI, DeSoto County.			
KNOW ALL MEN BY THESE P	RESENTS: That The	Hernando Bank	
of Hernando, Mississi	ppi	the beneficion does	more companies and the ba
bearing date the 1st day of	November	19 73, made and executed by	hereby certify that a certain trust deed Jerry Dean Duncan
and Melba Poag Duncan	_of	. 40	The Hernando Bank
the above named beneficiary, and recon-	ded in the office of the Ch	ancery Clark of DeSot	0
County, in the State of Mississippi in			
of the Record of Trust Deeds, on the	2nd day of	November	A D 19 73 is now fully paid
and satisfied; and I do hereby authorize	the Clerk of the Chancery		
County to enter satisfaction and certifica			
said County also as provided by law.	This the Bath	day of May, 1975.	order by recorded in the records of
		The Hernando Bank	
		m.A.	
		A. S. Ballard, Jr.,	249V
		or manned, dry	rresident
DoSoto County.			
Personally came and appeared before	Me. the medical and their	Flore M. Bush	
n and for County and State oforesaid			
		MHz.	eknowledged that he signed and
clivered the space and foregoing matron aid The Hermando Bank, aft C to under my hand and seal of of	ent on the day and date er first being du		,, as the act and deed of owered to so do.
y Commission Expires:	110 110	day of Mally	A D 19.25
Commission Explair Jun. 7, 1978		Notary Public	bauber
	Witter-ann		HEAVEN TER

John D. Rogers, et u. g. Tentors To Suzzo or moor N.E. Wiltroy, Trustee for The Hermando Bank, Jernando, Mississippi, parties John D. Rogers and wife, Joan R. Rogers, parties All replacements and replayable as fully set out in said note. If the mound of the party of the sound put may bound to any of the bound and replayable as fully set out in said note. If the of this Trust Beed If the off this Trust Beed If the out of the party of the sound put may bound to any of the bound and the sound put may be the sound of the sound		FOR REAL ESTATE,	CHATTEL OR BOTH		
To part of more than the second part more than the second part more than the Hermando Bank, Beneficiary Withirry, Trustee for the Hermando Bank, Hermando, Mississippi, party of the wood part of the second part more than the second of the second part more than the party of the second part more than the party of the second part more than the party of the form of the second part of the second part more than the party of the form of the party of the second part more than the party of the form of the party of the second part more than the party of the form of the party of the second part more than the party of the form of the party of the second part more than the party of the form of the party of the second part more than the party of the form of the party of the form of the party of the second party of the second party of the form of the party of the form of the party of the second party of the second party of the form of the party of the p					
M.E. Wilvoy, Prustee for The Hermando Bank, Hermando, Mississippi, party of the word yet with the most party with the company of the word yet with the most party with the company of the word yet with the word yet with the word of the word yet with the word yet wit		THIS INDENTURE, Made	e this 29 219X day of	May	., 10_75
The Hermando Renk, Beneficiary by their one promissory note of the sound put as sound; and cent of the formation of the promissory note of the sound put as sound; and even date herowith, bearing interest and repayable as fully set out in said note. If 6. 96 this Trust Deed If 6. 96 this Deed Trust Deed		between John D. 100g	ers and wire, Joan K		on first most
by their one promisorry note of like smount and even date horselfth, bearing interest and repayable as fully set out in said note. life of this Trust Deed and repayable as fully set out in said note. life of this Trust Deed and repayable as fully set out in said note. life of this Trust Deed and repayable as fully set out in said note. life of this Trust Deed and repayable as fully set out to second part may found the part of the part dought of firm? and the part 165 of the fore part bear of second part are found to part of the par				sippi, party of the	second part,
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Should be Tractic at any time below and property or one per Carrol colongered as wealth, it is agreed that the building upon said property should be insured and kept insured against loss by fire and winds torn in a standard insurance company with proper mortgage clause in that will fully protection of this security. It is agreed that the building upon said property should be insured and kept insured against loss by fire and winds torn in a standard insurance company with proper mortgage clause in that said the region of the standard in the security of this loss. Should be Trucke at any time below and property or one per Carrol colongered as wealth in the security of the standard insurance company with proper mortgage clause in the standard insurance company with proper mortgage clause in that said trust deed shall cover any premiums that that yet also be according to the security of this lound, and that will fully protect the security of this lound, and that said trust deed shall cover any premiums that may be paid by second party for the protection of this security. **Shall be Trucke at any time below and property or one per Carrol colongered as wealth in the said of the second party in a shall appear as the said property and a shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in flavor of second party in an amount that will fully protect the security of this lound, and that said trust deed shall cover any premiums that may be paid by second party for the protection of this security. **Where a complete in the protect of said actaches and of all the same and be all the security of this lound, and that said trust deed shall cover any premiums that may be paid by second party for the protection of this security. **Where O Resident is the protect of said actaches and all the same and the said and the sai	by their one promissory no and repayable as fully set	te of like amount a out in said note.	nd even date herewit	h, bearing intere	st
Should the Traines at any time believe and property, or any per formed, codengered as a security for said date. Should the Traines at any time believe and property, or any per formed, codengered as a security for said date. At the plant of the plant that the plant of the plan					WE G
Lots 12 and 13 of Section "C", Mt. Pleasant Heights Subdivision, Hernando, DeSoto County, Mississippi, being situated in Section 7, Township 3, Range 7 West, in said Town of Hernando, as said lots are shown on the approved plat of said Subdivision of second in Plat Book 12, Page 8 in the Chancery Court Clerk's Office, RESoto County, Mississippi, and to which plat full reference is now made. It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an anount that will fully protect the security of this long, and that said trust deed shall cover any premiums that may be paid by second party for the protection of this security. **More Market South	payment of the same when due: Therefore, in paid by W.E. Wilroy bargained, and sold to the said Trustee the following sold of every kind that	consideration of the premises, and Bowing described property, located now but the bond, and all	and the part 165 of the fir d of the sum of One Dullar to the p Trustee, the part 165 in the County of D-Soto, and state the arms of servy hind to be grown I er-ternat so otherwise, during the	of part having agreed to secure not ICS of t of the first part ha VC this of of Mississippi, viz. All of the s by	he first part lay granted, agricultural
Sould the Truster at any time believe and groperty, or any part thereof, codingered as a secondly first port in an annount that will fully protect the security of this loam, and that said trust deed shall cover any premiums that may be paid by second party for the protection of this security. Sould the Truster at any time believe and groperty, or any part thereof, codingered as a second, for said debt be may then faithenth take passession of and imports and soft the same as been able to the same as been and the first part groupely pay the shore stated includedness as as before the 500 pt at	Lots 12 and 13 of Section Mississippi, being situate Hernando, as said lots are Plat Book 12, Page 8 in the	"C", Mt. Pleasant H d in Section 7, Town shown on the appro e Chancery Court Cle	eights Subdivision, I nship 3, Range 7 West wed plat of said Sub	Hernando, DeSoto (t, in said Town o division of record	County, f
season of said property and sell the same as herein below directed. Should the pointS. as it before the state property and sell the same as herein below directed. Should the pointS. as a before the state possession of said property, and after giving notice of the time, place and berna of sole, by advertisement according in Law in D-Solo Condy, shall sell the same at quality and the same distribution, to the highest brible for cash, at such time and place as he shall designate in said descriptions. The proceeds of would said be enjoyed of the same at quality and the same inshibity on the part of said Trustre to structe the same has unique, such and said the minded to the part of the said the same inshibity on the part of said Trustre to structe to trust be supplied, such that the part of the second part. Its anique or legal representatives, can at any time appears a Trustre to structe to the begins consided, the part of the second part. STATE OF MISSISSIPPI, Desorto COUNTY. The undersigned authority Formulally appeared before me. John D. Rogers and wife, Joan R. Rogers STATE OF MISSISSIPPI, Desorto COUNTY. Before by the same the above named and delivered the formgoing Deed of Trust on the day and year therein mentioned. County the begins of the same that the same has been above the same and second the same and second the same that show an anisotribed thereto, upon and deliver the sum to the said Touton that he this demand the same has been enough to a said County. The same has been enough and the same has been enough and county and the same has been enough to the	loss by fire and windstorm favor of second party in a that said trust deed shall	in a standard insu n amount that will cover any premiums	rance company with pu fully protect the sec	roper mortgage cla curity of this loa	nuse in
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season of said property and sell the same as herein below directed. Should the point S. at the first part promptly part the above stated indebtediates as it before the state of the same as a purious of the point of said property, and after giving notice of the time, place and terms of sole, by advertisement according in Law in DeSchot Consts, shall sell the same at public smallow, to the highest britler for cash, at such time and place as he shall designate in said advertisement. The proceeds of sold said be spublied in the proposent of said modelsteiness and all custs incurred herein, and if them be a small designate in said advertisement. The proceeds of sold said be spublied in the proposent of said and clusts incurred herein, and if them be a small designate, such arrives built be refunded in the part. It's antique or legal representatives, can at any time against a Trustre to say be hardered. STATE OF MISSISSIPPI, DESOTO COUNTY. The undersigned authority O' said County, the within named Chest patter my hand and official seal, this A day of State of Allessissipping period the same and delivered the foregoing Deed of Trust on the day and year therein mentioned. Chest patter my hand and official seal, this A day of State of Allessissipping the solid of the substrating witnesses to the foregoing Deed of Trust, who, being first day owion, deposits and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named whose many and saits that he see the above named TATE OF MISSISSIPPI, DESOTO CO					
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STATE OF MISSISSIPPI. Described before me. John D. Ropers and wife, Jean R. Rogers who acknowledged duel. They signed and delibered the foregoing Deed of Trust on the day and year therein mentioned. Given pointer my hand and official seal, this day of the foregoing Deed of Trust on the day and year therein mentioned. MY COMMISSION EMPIRES: (SEAL) MY COMMISSION EMPIRES: (SE	Witness OUT signature			w	le:
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who acknowledged that! They signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given patter my hand and official seal, this day of the state of the s	Personally appeared before me	the undersign		of said County, the wi	than named
My Commission Expires In 7, 1978 STATE OF AUSSISSIFF, DeSOTO COUNTY Before page of the subscribing witness to the foregoing Deed of Trust, who, being first duly sworm, deposeth and said that he saw the above named whose innite subscribed thereto, sign and deliver the sum in the oil Touries of the birds. TATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 30 day of may 1975, and that the same has been ecorded in Book 186, Page 237 records of REAL ESTATE TRUST DEEDS	who acknowledged that they agree	d and delivered the foregoing De	ed of Trust on the day and year the	rein mentioned.	
STATE OF AUSSISSIPPI, DeSOTO COUNTY. Before per of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworm, whose make unbscribed thereto, sign and deliver the same to the said. Truster the thirds TATE OF AUSSISSIPPI, DESCHO COUNTY. Together that the within instrument was filed for record at _/o_o'clock #5 minutes A. M. 30 day of	MY COMMISSION EXPIRES:		Coloris M. Bau	lee.	- Annual
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4057 ORDER TO CLERK TO CANCEL DEED OF T	RUST	51 pd 1	Class C
STATE OF MISSISSIPPI. DeSoto County. 11.			įb.
KNOW ALL MEN BY THESE PRESENTS: That The H	ernando Bank		
ofHernando, Mississippi	the beneficiary, does	hereby certify that a cer	tain trust deed
bearing date the 18th day of April 19 73	made and executed b	, Marsha J. Pic	kard Neal
& Thomas W. Neal & W. D. Segger		The Hernand	o Bank
the above named beneficiary, and recorded in the office of the Chancery	Clerk of DeSoto		
County, in the State of Mississippi in Real Estate			505
of the Record of Trust Deeds, on the 28th day of Apr			
and satisfied; and I do hereby authorize the Clark of the Chancery Court		, n, u, n,, n	now fully paid
County to enter satisfaction and certificate of payment in full upon this satisfaction and certificate of payment in full upon this said County also as provided by law. This the <u>BQ</u> day of			the records of
2			
	The Hernando Ban	k.	
	S. Ballard, Jr	. Dresident	
STATE OF MISSISSIPPI, } DeSate County. } ss.			
Personally came and appeared before me, the undersigned authority.	Elois M. Ba	rbee	
n and for County and State aforesaid. A. S. Ballard, Jr., p	resident w	no scknowledged that is	ie slamed and
delivered the bown and foregoing instrument on the day and date for the said The Hernandb Bank, after first being duly a Coon under my hand the seal of office this.	Control of the Contro	ed, as the act a powered to so do	and dead at
y Commission Expires:	Elan to	Brahe.	
Commission Expires Jan. 7, 1978 No	tary Public	EULUCE.	

STATE OF MISSISSIPPI, DESOTO COUNTY	
I certify that the within instrument was filed for record at 10 o'c	lock
recorded in Book 186 Page 238 records of REAL ESTATE TRUST DEEDS	been
of said County.	- 3
	75.
Fees \$250 pd. SEAL H. H. Terauson CLERK	
STATE OF THE STATE OF THE REAL PROPERTY.	

My Commission Expires Jan. 7, 1978

Mississipp) Bunkers Association Form No. I (Barrised Dec. 1988) L.A.N.D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

ALMON LAKE BLACK, JR. and wife, ANNE LIGON BLACK, D/B/A BLACK'S APOTHECARY of 4299 Elvis Presley Boulevard, Memphis, Tennessee, of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and
E. SCOTT JORDAN and wife, CECELIA M. JORDAN, Or Survivor,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 - - - - - - DOLLARS

(\$ 18,750.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of seven (7) per centum per ----- annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

One Hundred Thirty-Six (136) equal monthly payments of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) each, beginning on the lot day of July , 1975, with a like payment due and payable on the lot day of each and every successive month thereafter, having a final and 137th payment in the amount of NINETEEN AND 27/100 DOLLARS (\$19.27) due and payable on the lot day of Managher, 1986; or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 41, Woodland Lake Subdivision, as shown on plat appearing of record in Plat Book 1, Pages 15-A, 15-B and 15-C in the Land Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said county, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 18, Township 3 South, Range 9 West, DeSoto County, Mississippi;

Together with a proportionate part of the lake known as Woodland Lake and a proportionate part of the dam site.



Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of my sum which may be expended or any indebtedness which may be incurred by the heneficiary berein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attornoy's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be premptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then said in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the heneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such saie shall be made by giving notice of the time, place and torms of saie as required by Section 588 of the Mississippi Code of 1842 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and doeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper efficer showing full payment of all such taxes and as-

Fourth. That the rents, lasues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the reuts, issues and pro-fits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The fallure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the heneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural. and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the graster this the 30 day of May , 19 75. Almon Lake/Black, Jr. Anne Ligon Black, D/B/A BLACK'S APOTHECARY 4299 Elvis Presley Boulevard Memphis, Tennessee STATE OF MISSISSIPPI.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named ALMON LAKE BLACK, JR. and wife, ANNE LIGON BLACK, D/B/A BLACK'S APOTHECARY, 4299 Elvis Presley Blvd, who severally acknowledged that they Memphis, Tennessee, signed and gellyered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my shand and official seal, this the 30%	day of Thou	, 1975.
My Commission Expline Cyrus 31979	Moth P.	Hogo
(SEAL)		Notary Public

I certify that the with 20 minutes A. M. 30 recorded in Book 186 Page of said County.	A Table 1 Control of the Control of	led for record at 75, and that the EAL ESTATE TRUST	9 o'clock same has been
Witness my hand and men	il this the 4 day	of Lune	1975.
Fees \$ 5.00 pd.	1119	1	,

THIS INDENTURE, this day made and entered into between

J. D. NABORS and wife, PEGGY NABORS,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTEEN THOUSAND THIRTY-ONE AND 28/100------ DOLLARS

) evidenced by one promissory note of even date herewith in favor of (\$ 13,031.28

the beneficiary, bearing interest at the rate of ten (10.0 per centum per

, providing for the payment of attorney's fees in case of default and being due maturity

and payable as follows, to-wit: in seventy-two (72) monthly installments of principal and interest in the amount of ONE HUNDRED EIGHTY AND 99/100 DOLLARS (\$180.99) each, with the first of said monthly installments being due and payable on or before June 25, 1975, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section One (1), Township Two (2), Range Eight (8),

State of Mississippi, and more particularly described as follows, to-w

Lot No. 262, Section C, DeSoto Woods Subdivision, as found in plat appearing in Plat Book 7, Page 15 of record in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereou, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Buch sale shall be made by giving notice of the time, place and terms of sale as required by Section and then unpaid. Buch sale shall be made by giving notice of the time, place and terms of sale as required by Section and the note or notes secured hereby be a corporation, then in suc

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the heneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redsem the property from tax sale if it has been sold; and any and all sums paid in procuring eald insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rats herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-here of the conveyance and shall be due and demandable on the date of the maturity of the interest install-here which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is p

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vented in the trustee herein named. If the heneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of May, 1975.

J. D. NABORS

PEGGY NABORS

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named J. D. NABORS and wife, PEGGY NABORS,

who severally acknowledged that they

Given under my hand and efficial seal, this the 29 th day of May, 1975.

My Commission Expires in 7, 1978

My Commission Expires in 7, 1978

Notary Public

	20 000		THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO I
STATE OF MISSISSIPPI, D	ESOTO COUNTY		
I certify that the wi	thin instrument was f	iled for record at	10 o'clock
45 minutes 4. M. 30	day of man 1	975, and that the s	ame has been
45 minutes A. M. 30 recorded in Book 186 Pa	ge 242 records of	REAL ESTATE TRUST D	EEDS
of waid County.			
Witness my hand and s	eal this the 4 da	y of June	1975.
Para & Cara at	1,0	1-0.	
Fees \$ 5.00 pd.	THE HAME	Terquion	/
	SEAL CO	Juguson -	, GLERK

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Jack H. Patrick, Vice Pres.

Commercial This Indenture, made by and between Jerry S. Kelly and wife, Carolyn Kelly, parties

party of the first part.

Jack H. Patrick

party of the second part, as Trustee; and

Commercial and Industrial Bank

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second

part, as Trustee, and his successors in trust, the following described real estate situated in the County of __DeSotio_and State of Mississippi, to-wit:

Part of the south half of the northeast quarter of Section 27, Township 2 South, Range 7 West, described as COMMENCING at the northeast corner of said Section 27; thence south along the centerline of Malone Road 1, 139 feet to a point; thence west 40 feet to an iron pin being the point of beginning of the land herein conveyed and being the northeast corner of said lands; thence south 02 degrees 13 minutes 35 seconds east along the west right of way of said Malone Road 852.8 feet to an iron pin (found) in the line of Jerry E. Lewis; thence with the Lewis and Jordan lines south 89 degrees 50 minutes 57 seconds west 2,633.38 feet to an iron pin; thence north 823.36 feet to an iron pin set by R. L. Cooper in 1954; thence north 89 degrees 19 minutes 22 seconds east 2,600.42 feet to the point of beginning and containing 50.35 acres, LESS AND EXCEPT 1.18 acres within the right of way of the Nesbit Pleasant Hill Road being net acreage of 49.17 acres as shown by survey of Hal G. Perry, dated March 25, 1974

This conveyance is made in trust, however, to secure the payment of \$ 12,271,00, evidenced by the following prominory notes of even date between:

One principal note of even date for TWELVE THOUSAND TWO HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$12,271.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at 10 per cent per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real entate, or any past thereof.

The party of the first part agrees to keep all of the taxes and special aucuments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness seturity hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against lost by fire and tornado in some responsible insurance company approved by the party of the third part, or his sasigns, for the insutable value thereof, with a regulation mortgager's subregation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the ruse of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the pairty of the first part shall pay all of the indebtedness secured hereby this conveyance shall be mill and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the traces and special assessments on said property prior to the date of said thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided berein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real entare shall be made at the front door of any Court House in the County where any of said real entare is situated at the time of the sale, within legal hours, at public outery to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Ministrippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The action trustee may sell said property without taking possession of the same, and is authorized to appears an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney, then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heits or assistns.

The party of the third part, or any holder of the above described tonis, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Winness the rignature of the party of the first part, on this the._____

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STATE OF Tennessee COUNTY OF Shelby

voluntary act and deed.

Jerry S. Kelly and Carolyn Kelly, par FROM

COMMERCIAL AND INDUST FOR THE USE OF Jack H. Patrick

TA TANA STATE OF MISSISSIPPI County of State of

of the Chancery Court and ex-officio Lo County and State afteenaid, do breeby o within instrument of writing was filed for office on the S day of Suc

A.D. 1975. #11: Moriockh M. this day duly recorded in Teuar Deed Recor

WITNESS my hand and official scal,

TITLE INSURANCE is the only protection against real estate til

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 p'clock 30 minutes A. M. 2 day of Anne 1975, and that the same has been recorded in Book/86 Page 245 records of REAL ESTATE TRUST DEEDS of said Councy. Witness my band and seal this the 4 Fees \$ 350 pd.

a Sandan Min be 10

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

more & Lucas

who acknowledged that the y signed and delivered the foregoing trust deed on the day and year therein mentioned as their

Jerry S. Kelly and Carolyn Kelly

Given under my hand and seal this the 23 day of May

MY COMMISSION EXPIRES JULY 8, 1978

MTC form 0017

Assignment of this instrument Recorded in God Estato TID Box No. 186 Page 573 This the 17 day of June 1975

My O. Starkey oc

DEED OF TRUST

PREPARED BY MORRIS WHITMAN, ATTY. 4041 Enight Arnold Road Memphis, Tenn. 38118

and was and

D-22933-SR

organized and existing under the laws of

THIS DEED OF TRUST is made this 23rd day of 19 75, among the

WILLIAM T. BELL AND WIFE, PEGGY ANN BELL (herein "Borrower"), DELTA TITLE COMPANY NATIONAL MORTGAGE COMPANY STATE OF TENNESSEE (herein "Trustee"), and the Beneficiary,

nized and existing under the laws of STATE OF TENNESSEE , whose address is

4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably ts and conveys to Trustee, in trust, with power of sale, the following described are recited, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County ..., State of Mississippi:

in Section 19, Township 1 South, Range 7 West LOT560, REVISED SECTION C, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 11, pages 13 and 14, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is herebymade for a more particular description of said lot, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED APRIL 30, 1975.

> RDED IN BOOK h 1997 CLERK Coy - C

Tockther with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be desmed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing together. v covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred

with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Szcuaz to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date—herewith (herein "Note"), in the principal sum of TWENTY NINE THOUSAND NINE HUNDRED & NO/ Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground recipe on the Property, if any plus one-twelfth of yearly may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so helding and applying the Funds or verifying the Funds or charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower.

any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at 's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or

8. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Universal Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in the Design of the Covenant of the Covenant of Borrower's in the Design of the Covenant of Services as provided in paragraph 14 hereof, specifying, (1) the Design of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying, (1) the breach, (2) the section required to cure such breach, (3) and (4) that failure to cure such breach on a before the date specified in the notice may result in acceleration of the nums accured by this Design of Trust and all of the Tropersy. If the breach is not cured on or before the date specified in the notice in the cured on the force of Trust and and payable breach that the Lender's option may declare all of the sums secured by this Design of Trust to be immediately due and payable when the control of the nums accured by the Design of Trust to be immediately due and payable with the control of the nums accured by the provided in this paragraph 18, inciding, but not limited to, reasonable sationary's fees.

If Lender invokes the power of sale, Lender shall save notice of sale by public advertisement for the time and in the manner presented by applicable law. Trustse, without demand on Borrower, and self the Property at public and the manner presented by applicable law. Trustse, without demand on Borrower, and self the Property at public and the manner presented by applicable law. Trustse, without demand on Borrower, and self the Property at public and the property of the proper

Deed of Trust.	
Wellen J. Bell	-Borrower
Gloser asen B	ue
PEGGY AMN BELL	—Borrower
5846 WOODBINE DRIVE	
SOUTHAVEN, MISSISSIPPI 380	571
Property Address	
COUNTY 88:	St. yorkay
w	ho acknowledged,
as blow m	- *101
75 Cary Public	
	WILLIAM T. BELL PEGGY ANN BELL 5846 WOODBINE DRIVE SOUTHAVEN, MISSISSIPPI 386 Property Address County 88:

STATE OF MISSISSIPPI, DeSOTO COUNTY

	That the webie
I certify that the within 30 minutes ? M. 30 direcorded in Book 196 Page of said County.	n instrument was filed for record at 2 o'clock sy of may 1975, and that the same has been 247 records of REAL ESTATE TRUST DEEDS
	this the 4 day of Que 1975.
Fees \$ 5.00 pd.	SEAL H. L. Gerguson, CLERK

RELEASE OF DEED OF TRUST

	District of the County
DeSotoin t	the State of Mississippi:
You are hereby authorized and directed to mar	k cancelled and satisfied of record the following describ
Deed(s) of Trust executed by John M. Angli	in and wife, Nilda D. Anglin
for the benefit ofCoahoma National Bank which is (are) recorded in the Records of Deeds of Tr	
One dated the 18th day of April	, 19.74, and recorded in-Book #174 at Page 133
	low Subdivision, located in
Section 24, Township 1 South, R	ange 8 West as shown per plat
recorded in book 7, page 8 in th	e office of the Chancery Clerk
of said County.	
and has been fully paid.	ust was (were) never assigned by the undersigned to anyon
WITNESS our hand and seal, this the 27th day	of May 19.75
	COAHOMA NATIONAL BANK
STATE OF MISSISSIPPI	
STATE OF MISSISSIPPI COAHOMA COUNTY	
COAHOMA COUNTY	COAHOMA NATIONAL BANK
This day personally appeared before me, the unde	COAHOMA NATIONAL BANK
This day personally appeared before me, the unde	COAHOMA NATIONAL BANK STATE MISSIFFIE BY M Vauge ersigned authority in and for the State and County afore
This day personally appeared before me, the unde	
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described as the signed as the	ersigned authority in and for the State and County afore
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and deed of the corporation of	ersigned authority in and for the State and County afore the Conhoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal.
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described as the signed as the	crsigned authority in and for the State and County afore the Conhoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal.
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	crsigned authority in and for the State and County afore the Conhoma National Bank clivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal. 27thday of May 1975 Ny Commission Emires Jan. 31, 1975 Nancy J. Julian
This day personally appeared before me, the undersid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	crsigned authority in and for the State and County afore the Conhoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal.
This day personally appeared before me, the undersid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	crsigned authority in and for the State and County afore the Conhoma National Bank clivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal. 27thday of May 1975 Ny Commission Emires Jan. 31, 1975 Nancy J. Julian
This day personally appeared before me, the undersid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	COAHOMA NATIONAL BANK ersigned authority in and for the State and County afore the Goahoma National Bank elivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal. 27thday of May 1975 Parcy Lemmission Empres Jan. 31, 1975 Parcy Lemmission Empres Jan. 31, 1975 Parcy Lemmission Empres Jan. 31, 1975
This day personally appeared before me, the undersid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	craigned authority in and for the State and County afore the Coahoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal. 27thday of May 1975 Naucy J. Sutton Notary Public
This day personally appeared before me, the undersid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and described for and on behalf and as the act and deed of Given under my hand and seal of office, this the	craigned authority in and for the State and County afore theCoahoma National Bank lelivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate seal. 27thday of
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and detectioned for and on behalf and as the act and deed of Given under my hand and seal of office, this the continues of th	cresigned authority in and for the State and County afore the — Goahoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate scal. 27thday of May 1975 Warrey Notary Public Notary Public The REAL ESTATE TRUST DEEDS
This day personally appeared before me, the under aid, the within named Rex Vaughn of the corporation, who acknowledged that he signed and detentioned for and on behalf and as the act and deed of Given under my hand and seal of office, this the	cresigned authority in and for the State and County afore the — Goahoma National Bank delivered the foregoing Release on the day and year therein said corporation, and affixed thereto its corporate scal. 27thday of May 1975 Warrey Notary Public Notary Public The REAL ESTATE TRUST DEEDS

TEAR \$ 2.60 Ind.

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK C	F Desoto COUNTY, MISSISSIPPI
You are hereby authorize	ed and requested to enter satisfaction
of and cancel of record a certain_	Real Property Agreement executed
by Daniel G Wilson	to FIRST NATIONAL BANK OF MEMPHER
and recorded on Page 360 of Bo	ook Number 184 of the Record of office.
This 28 day of May	. 19 <u>75</u> .
	THE FIRST NATIONAL BANK OF MEMPE
	By Bani Jordon
	Marie Jordan Operations Officer
STATE OF TENNESSEE)	
SHELBY COUNTY) SS	
Personally appeared be	fore me, the undersigned authority in and
for said County and State, the wit	hin named Marie Jordan
Operations Officer w	ho acknowledged that she
signed a	nd delivered the foregoing instrument on
the day and year therein mentioned	i, as <u>her</u> act and deed.
Given under my hand a	nd official seal, this 28 day of
, AD, 19_	
	Alma Desperil
	Notary Public
Z. A. C.	MY COMMISSION EXPINES NOV. 27, 1977
orded in Book 186 Page 252	records of REAL ESTATE TRUST DEEDS
said County. Itness my hand and seal this t	1975.
Telless my said and some	he 4 day of

P-1915

STATE OF LOUISIANA	
PARISH OF ORLEANS	Loan No199356
To the Chancery Clerk of	County, State of Mississippi:
	i to release and cancel of record a certain deed
of trust executed by Doyle J. Blackwood as	
	indebtedness to The Federal Land Bank of New
	.00 , which said deed of trust is of record in
Deed of Trust Book 110 , Page 36 ,	
	al of The Federal Land Bank of New Orleans on
this the 28th day of May	
14.	THE FEDERAL LAND BANK OF NEW ORLEANS
(SEAL)	By: Ster Stenores
ATTEST:	Transdict.
Its: (Secretary	
(ASSESSMENT VSEK HYRYRYK	
STATE OF LOUISIANA PARISH OF ORLEANS	
Before me, the undersigned Notary Publ	ic in and for the Parish and State aforesaid,
	ansonne, Jr. and Harry F. Beacham
who acknowledged that as Treasurer	and Secretary
respectively, of, for and on behalf of and b	y authority of The Federal Land Bank of New
Orleans, a corporation, they signed, sealed	
	and delivered the foregoing instrument on the
date thereof as the act of said corporation.	
date thereof as the act of said corporation.	n this the 28th day of May , 19 75 .
date thereof as the act of said corporation.	
date thereof as the act of said corporation. Given under my hand and official seal of said corporation. (SEAL) My commission expires at death.	this the 28th day of May , 19 75.
date thereof as the act of said corporation. Given under my hand and official seal of	this the 28th day of May , 19 75.
date thereof as the act of said corporation. Given under my hand and official seal of said corporation. (SEAL) My commission expires at death.	this the 28th day of May , 19 75 . ******
date thereof as the act of said corporation. Given under my hand and official seal of said corporation. (SEAL) My commission expires at death.	this the 28th day of May , 19 75 . ******
Civen under my hand and official seal of SEAL) My commission expires at death. CERTIFICATE STATE OF MISSISSIPPI COUNTY OF The seal of t	n this the 28th day of May , 19 75 . ****** OF CLERK as filed for record in my office at 13.30
Given under my hand and official seal of said corporation. (SEAL) My commission expires at death. CERTIFICATE STATE OF MISSISSIPPI COUNTY OF I hereby certify that this instrument will state of MISSISSIPPI County of MISSISSIPPI Learning that the within instrument will certify that the within instrument will be minuted for MISSISSIPPI Recorded in Book 186 Page 253 Tree	In this the 28th day of May . 19 75 . State State State . 19 75 . Notacy Public * * * * * * * * OF CLERK as filed for record in my office at
Given under my hand and official seal of said corporation. (SEAL) My commission expires at death. CERTIFICATE STATE OF MISSISSIPPI COUNTY OF I hereby certify that this instrument will state of MISSISSIPPI County of MISSISSIPPI Learning that the within instrument will certify that the within instrument will be minuted for MISSISSIPPI Recorded in Book 186 Page 253 Tree	n this the 28th day of May 1975. Notacy Public ****** OF CLERK as filed for record in my office at 10.30 ent was filed for record at 10 o'clock 1975, and that the same has been ords of REAL ESTATE TRUST DEEDS
Given under my hand and official seal of seal	as filed for record at 10 o'clock fords of REAL ESTATE TRUST DEEDS 4 day of June 1975.
Given under my hand and official seal of seal	n this the 28th day of May . 1975. Notacy Public ****** OF CLERK as filed for record in my office at 10.30 ent was filed for record at 10 o'clock 1975, and that the same has been cords of REAL ESTATE TRUST DEEDS

DEED OF TRUST Sidney Randolph Freemanaand wife Erma C. Freeman Lender: Dial Finance Company of Mississippi Trustee Gerald W. Craig Total of Payments: 8 12240.00 Finance Charge: 8 4251.63 Amount Financed: 8 7988.37 Number of Monthly Instalments: 50 First Instalment Due Date: June 16 19 75 Annual Persentage Rate (Agreed Rate of Charge, 18.25a) This Deed of Trust, made this 12th day of Eay 1975, witnesseth that Granters named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a lean in the amount stated above as "Amount Financed" made to Granters by Lender. Said Note is payable in the number of monthly installments above stated. The first installment due date is stated above. Other installments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated. In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal therest, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located inDesoto County, State of Mississippi Lot 697, Sec C, Southaven Subdivision in Section 23 Township 1, South, Range S, West, as per plat that Has been revised and recorded in Book 2, Pages 19, 20, 2 and 22 in the office of the Chancery Clerk of DeSoto County, Nicolating. But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other. If the Granton shall well and truly pay and discharge the includedness occured hereby, according to the terms of the instrument or instrument evidencing the same, then this instrument and conveyance shall be void and of no turther force and offect. But if Granton default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement of the shows described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and my able all indebtedness then remaining unpaid and secured hereby, and the Trustee or his successor, is beingly authorized and suppose tell to rater and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once noth week for three consecutive weeks, giving notice of the time, place, and forms of sale in a newspape; published in the county in which and real estate is leaded, and to sell the same to the highest hidder for cash at the Court House in and county free from equity of salemption, bames and dower, and all other exemptions all of which are hereby expressly waved and said trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described because for cash in such other manner is may be precided or permitted by law. The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereumder or if said Lender or its successors or assigns shall for any reason desire to do so. In case of sale under this Deed of Trust, the proceeds will be applied by the Trusts as follows first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness excuted hereby and the curplus it any, shall be paid to the Granties. Wherever used herein the plural number shall be construed to include the singular, the sugular the plural, and the use of any gender. Sidney Randolph fuma Te SION HERE Erma C. Freeman Te SION HERE STATE OF MISSISSIPPI Given undermy hand any official seal this the 12th day of May My commission expires la courter 18, 1978 This instrument was prepared by B. Thompson. of Dial Finance Company of Mississippi 6125 Millbranch Southaven, 250R STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of 1975, and that the same has been recorded in Book 186 Page 254 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 4 day of 1975. Fees \$ 2.50 pd.

ASSIGNMENT OF PROMISSORY NOTES FOR VALUE RECEIVED, and to further secure indebtednesses of the undersigned to UNION PLANTERS NATIONAL BANK OF MEMPHIS, the undersigned, MADGE M. HARRISON, hereby pledges and assigns to Union Planters National Bank of Memphis, all of her right, title and interest in and to the following instruments, to-wit: (1) Promissory note dated August 18, 1972, in the principal sum of \$245,000, payable in installments of \$49,000, plus accrued interest, on August 18 of years 1973 through 1977, bearing interest at 6 3/4% per annum, and payable to the order of Charles E. Blakefield and Madge M. Harrison, and executed by W. L. Reid, Jr. R. B. Watson executed by W. L. Reid, Jr., R. B. Watson, Leon Manley, Harry E. Cobb, Charles Breazeale; and (2) Deed of Trust recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, Book 146, page 620, given to secure the payment of the indebtedness evidenced by the above-described note; Promissory note dated December 27, 1973, in the Promissory note dated December 27, 1973, in the principal sum of \$680,674, bearing interest at the rate of 7 1/2% per annum, accrued interest only payable on December 31, in the years 1974 through 1976, and principal due in ten equal annual installments of \$68,067.40 each, plus accrued interest, on December 31 of years 1977 through 1986, payable to the order of Madge M. Harrison, and executed by Rebco Land Company: and Deed of Trust recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book ///9, page 4/2, given to secure the payment of the above-described indebtedness. Assignment and pledge on this <22 day of January, 1975. Madge M. Harrison STATE OF TENNESSEE) COUNTY OF SHELBY Personally appeared before me, a Notary Public in and for the County and State aforesaid, the within-named Madge M. Harrison, who acknowledged that she signed and delivered the foregoing

instrument on the day and the year therein mentioned.

GIVEN under my hand this 22 day of January, A.D., 1975.

I certify that the within instrument was filed for record at 10 o'clock

day of

30 minutes A. M. 2 day of June 1975, and that the same has been recorded in Book 186 Page 255 records of REAL ESTATE TRUST DEEDS

My commission expires:

STATE OF MISSISSIPPI, DESCTO COUNTY

Witness my hand and seal this the 4

of said County.

Notary Public

MY COMMISSION EXPIRES NOV. 22, 1922

	manus, by a ce	renun trust deet	anied the	Zith day of	May		. 19 73
	and recorded in Book	160 , page	30	in the Registe	r's Office of De	Sotiounty,	
						Donice K.	Di 111 mm
	conveyed to Elvis C. estate in said trust deed by notes fully described i	Billingsley described, for n said trust de	and wife, the purpose ed; and	Annie B. Bil of securing the	lingsley and payment of an	as Trustee, indebtedness e	the real
	WHEREAS, all of the	ne notes descri	bed in and s	scured by said	trust deed have	been paid in	fullsand
	there is nothing due or o	wing on said i	nslebtedness :	nor under the to	rins and provisi	ons of said tr	st deed:
	NOW, THEREFORE	, in considerati	ion of the pr				
	The Lomas & Nettl by said trust deed, acknow	wiedges full pay	vment and sa	tisfaction thereo		cleases and di	secured scharges
	the lien of said trust dee	ed, and to this	end quit cla		y unto the sa heirs and assign		
	title, and interest in and a particular description of a	to the real esta said property.	te described	in said trust de	ed, to which re	ference is ma	de for a
	The undersigned,		L. K. Bru	yneel.		covenants	with the
	said The Lomes &	Nettleton C	ошразу	that the	7_ are	the legal owne	r_ and
	holder of the notes des- to release and discharge th	cribed in and a he lien thereof.	ocured by an	ld trust deed, ar	nd thatheh	d the law	ful right
	IN WITNESS WHER	EOF the said	L.	K. Bruyneel			
	has hereunto set his		(or caused i	ts corporate non	ne to be signed i	erete by and	through
	its proper officers duly so	atherized so to	do), this th	e 18th day	of April		19 75
ė	SEAL						
1011			A Klin	meet Asset	Vice Preside	nt	
	Own Company		Jesy Cari	Carly 1818, Assit	Scoretary		
	STATE OF Virginia Commontant City of	Virginia Ras	ahi				
	On this 18th day			15.75 be	fore me, n Not	ary Public in	and for
	said State and County, dul	y commissione					
	L. K. Bru						
	described in and who execu Assit. Vice Pres. is free net and o		ng instrumer	t, and acknowle	dged that	n to be the pe — executed th	rsen u same
	WITNESS my hand as		d at office th	e day and year	shove written	121	
		Time	X mala	Leu -	Balotu	. %	
1	My commission expires 1		Lou Balste of Fab	1414-5	19;	76.	
371	F OF MYCHA	. St. L-1311					
100	certify that the worded in Book 186 P	DESOTO CON Tithin inst	UNTY	as filed f	or record a		
97	Ild County	- KO W	_records	of REAL DO	TATE TRUST	same has	been
	ness my hand and	Jest Chis	1 4	day of	June		75.

CANCELLED BY AUTHORITY RECORDED IN BOOM 307 PAGE 637

H. B. Firgueron 1983.

4041 KNIGHY-ARNOLD ROAD MEMPHIS, TENN. 38118

DEED OF TRUST

This Duen or Taust, made and entered into this by and between

14th

DAVID A. BEITH AND WIFE, SUSAN L. BEITH

, hereinafter called the Grantor;

TITLE COMPANY , hereinafter called the Trustee, and DELTA TITLE COMPANY

Beneficiary:

and existing under the laws of STATE OF TENNESSEE

post-office address at 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118

, a corporation organized , having its principal office and , hereinafter called the

WITNESSETH, That the Granter, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Granter paid by the Trustee, the receipt whereof is hereby acknowledged, does by the Country of State of Mississippi, to wit:

LOT 1670, SECTION F, SOUTHAVEN WEST SUBDIVISION, as shown on plat of record in plat book 3, pages 29 & 30 , in Section 22, Township 1 South, Range 8 WEST, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED APRIL 25, 1975.

of the indicators for a first their school in the constant of and indicators about the and possible to the constant of and be insufficient to first them are presented as the and possible, the Granters shall promptly account the entire amount of said deficit.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the requires of the indebtedness berein mentioned. the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED EIGHTY FOUR &

Dollars (\$ 184.56---), commencing on the first day of JULY , 19 75, and continuing on the 56/100-

first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (t) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (n) interest on the note secured hereby; and
 - (III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured hereby.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent helder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all right

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with

said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferce thereof whether by operation of law or otherwise. hand(s) the day and year herein IN WITNESS WHERMOF, the Grantor(s) ha S bereunto set HIS first written above. DAVID A. BEITH STATE OF MISSISSIPPY, TENNESSEE COUNTY OF SHELBY Personally appeared before met M. Val Gear in and for said County, the within named DAVID A. BEITH his wife, who acknowledged that T hey signed and SUSAN L. BEITH delivered the foregoing instrument on the day and year therein mentioned. Given under my band and seal this 14th By Commission Express July 9, 1975 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at // o'clock 55 minutes A. M. 3 day of first 1975, and that the same has been recorded in Book 186 Page 257 Fedords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 4 day of 1975. Fees \$ 5.00 pd.

This day of April 197

Attest

Chancery Clark

And Cancelled

And Cancelled

Action 197

A

Mississippi Bankare Association Form No. 1 (Barrised Doc. 1985) L A N D

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

Eugene Thompson and wife, Frances Thompson

of the first part, hereinafter designated as the Grantor,

Joel P. Walker,

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Five Thousand Five Hundred Sixty-one and 40/100 - - - - DOLLARS (\$ 5,561.40) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This indebtedness is due in sixty (60) monthly installments of \$92.69 each, the first installment due July 10, 1975 and one installment due monthly thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

10 acres in Lot 6 of McGowan Subdivision in the East
Half of Section 25, Township 2, Range 9 West, more particularly described as follows: BEGINNING at an iron
pin 354.42 feet south of the northeast corner of Lot
6 and the southeast corner of Lot 7 of said McGowan Sub-division,
said pin being 1,411.8 feet west of the east line and
3,298.68 feet north of the south line of said Section
25 (which point is the southeast corner of the 10-acre
tract conveyed to William A. Rutherford and wife, by
deed in Book 48, Page 456); thence with the east line
of said Lot 6 South 5 degrees 23 minutes east 354.42
feet to an iron pin; thence south 85 degrees west 1,228.92
feet to a point in the west line of said Lot 6; thence
with the west line of said Lot 6 north 5 degrees 23
minutes west 354.42 feet to the southwest corner of
the Rutherford 10-acre tract; thence with the south
line of the Rutherford tract north 85 degrees east 1,228.92
feet to the beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or helder of the note or notes secured hereby, in the payment of promiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and affect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other items of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant levein contained, then and in that event the entire principal sum secured hereby if all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the boneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiently thereof to satisfy the indebtedness aforesaid then unpaid. Such safe shall be made by giving notice of the time, place and terms of sale as required by Section 358 of the Mississippi Code of 1942 and amendments if any thereto, and the rustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endoraement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause; making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision berein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once deciare the entire principal num hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-her covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-her over the same shall have been pade or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the heneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times he used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 2nd day of June 19 75.

Eugene Thompson Prances Thompson

STATE OF MISSISSIPPI, COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Eugene Thompson and wife, Frances Thompson, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of June 19 75.

any Commission Proires: Jan. 24, 1977 Kathlyn & Horden Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I cortify that the within instrument was filed for record at good of clock

50 minutes A. 3 day of lune 1975 and that the same has been excorded in mock/86 Page 26/1 foords of REAL STATE TRUST DEEDS

of said County

Witness my hand and seal this the 4 day of June

500 pd. 1975.

CANCELLED BY AUTHORITY, FIECORDED IN BOOK

H94 PAGE 535

THIS 27 DAY OF LOCK- 18 89

STATE OF MISSISSIPP FHA FORM NO. 2135m Revised January 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Hoysing Act.

D-29199-SR

THIS DEED OF TRUST, made and entered into this 15th

day of MAY

PREPARED BY:

SIDNEY M. KAIZ, ATTY.

AOAI KRIGHT. ARNOLD ROAD

KEMPHIS, TENN. 23118

CHARLES OLIVER MCCRAY AND WIFE, ELSIE A. MCCRAY

, hereinafter called the Grantor;

DELTA TITLE COMPANY . hereinafter called the

, hereinafter called the Trustee, and

and existing under the laws of and post-office address at Beneficiary: NATIONAL MORTGAGE COMPANY STATE OF TENNESSEE 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118

a corporation organized
 having its principal office
 hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainders, rents, insues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 963, SECTION B, NORTH &, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 34, Township I South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the west line of Birchfield Circle 519 feet northeastwardly from the point of intersection ofsaid west line and the north line of Mormandy Drive; thence northeastwardly 70 feet with the west line of Birchfield Circle to a point, the southeast corner of lot 964; thence northwestwardly 120.35 feet with the south line of lot 964 to a point in the east line of lot 952; thence southwestwardly 65.02 feet with the east line of lots 952 and 953 to a point, the northwest corner of lot 962; thence southeastwardly 120.37 feet with the north line of lot 962 to the point of beginning, AS PER SURVEY BY ACMS ENGINEERING SERVICE DATED MARCH 6, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assighs, forever.

IN TRUST, HOWEVER, to secure to

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

I. That he will pay all and singular the principal and interest and other sams of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment, and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

- 2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

 (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

 (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfith (1/12) of one-half (h) per centum of the average outstanding balance due on the nate computed without taking into account delinquencies or prepayments;
 - (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premines covered by this Deed of Trust, plus taxes and assemble next due on those premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by ments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and assemble taxes, and special assessments; and
 - (c)All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special essessments, fire and other huzard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amerization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Crantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arreass to cover the extra expense involved in handling delinquent payments.

- 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground tents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire/indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding. as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.
- 4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Heneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.
- 5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.
- 6. That he will keep the improvements now existing or bereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made proportly by the Grantor, and each insurance company concerned. ficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned y authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

 7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

 8. The Grantor further are the grantor of the Grantor in strength of the Grantor further and shall be secured hereby.
- 8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written

statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development of Housing and Urban Development of authorized agent of the Secretary date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof immediately due and payable.

of such ineligibility), the Beneticiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public suction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by adventising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the belance of the indebtedness hereby secured then remaining unputiq; and lastly, any belance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attomey-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, f

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants berein contained shall bind, and the benefits and advantages shall inure to, the respective beirs, executors, administrators, successors, and assigns of the parties bereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha g hereunto set herein first written above.

herein first written above.

The bolders of the indeptedness described heree shall are the neithern and any time to require Granter to may to the Molders of the indeptedness in addition to add concurrent to be something of the indeptedness of a mind and an indepted and according to the indepted and according to the indepted and indepted and

STATE OF MESISTEREX TENNESSEE COUNTY OF SHELBY Personally appeared before me M Val War , the undersigned in and for the said County, the within named CHARLES OLIVER MCCRAY , his wife, who acknowledged that givey signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this 15th

STATE OF MISSISSIPPI

COUNTY OF Dala

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at // o'clock 56 minutes M. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 264 Fecords of REAL ESTATE TRUST DEEDS

of said County. Witness my hand and seal this the 4 day of

1688 5 5.00 Di

ORDER TO CLERK TO CANCEL DEEDSOF TRUST

STATE OF MISSISSIPPI

Known all men by these presence: that Wortman & Mann, Inc. of Jackson, Mississippi, the beneficiary under the hereinafter scheduled Deeds of Trust, hereby certifies that the following Deeds of Trust made and executed by First Realty Building Corporation, a Mississippi Corporation to Wortman & Mann, Inc., on the hereinafter set forth dates have been paid in full, to-wit:

- (1) Deed of Trust from First Realty Building
 Corporation to Rowan Taylor, Trustee for
 Wortman & Mann, Inc., dated February 9, 1975,
 filed for record at 10:50 a.m. on February 21,
 1975 and of record in Real Estate Trust Deed
 Book 183, page 389 in the office of the Chancery
 Clerk of DeSoto County, Mississippi.
- (2) Deed of Trust from First Realty Building Corporation to Rowan Taylor, Trustee for Wortman & Mann, Inc., dated March 9, 1974, filed for record at 10:45 a.m. on March 14, 1974 and of record in Real Estate Trust Deed Book 175, page 215 in the office of the Chancery Clerk of DeSoto County, Mississippi.
- Deed of Trust from First Realty Building Corporation to Rowan Taylor, Trustee for Wortman & Mann, Inc., dated January 24, 1975, filed for record at 11:00 a.m. on February 18, 1975 and of record in Real Estate Trust Deed Book 183, page 313 in the office of the Chancery Clerk of DeSoto County, Mississippi.
- Deed of Trust from First Realty Building Corporation to Rowan Taylor, Trustee for Wortman & Mann, Inc. dated April 24, 1974, filed for record on April 30, 1974 at 1:30 p.m. and of record in Real Estate Trust Deed Book 174 on page 461 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The undersigned beneficiary of said Deeds of Trust scheduled above authorize the Chancery Clerk of DeSoto County, Mississippi to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Witness the signature of the duly authorized officers of the corporation this the part day of May, 1975.

WORTMAN & MANN, INC.

G. L. Oates, President Mortgage Loan Division, Wortman & Mann, Inc.

This day personally appeared before me the undersigned authority in and for said County and State, the within named G. L. Oates, acknowledged that he is the President of the above named and that for and on behalf of said corporation, and as its corporation act and deed he signed and delivered the above and foregoing instrument on the day and date therein mentioned, he having been first duly authorized so to do. *

Given under my hand and official seal of office this the day of May, 1975.

My commission Expires: 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 3 day of June 1975, and that the same has been recorded in Book 196 Page 267 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 4 day of

Fenn \$ 4.00 pd.

el 18t.

Applied Notation	TO CLERK TO	CANCEL DEI	ED OF TRUST		Class (
STATE OF MISSIS DeSoto County					
KNOW ALL	MEN BY THESE PR	ESENTS: ThatTh	ue Hernando Ban	k	
ofHern	ando, Mississ	ippi	the be	meficiary, does hereby certify	that a certain trust deep
bearing date the ustees Eudors chard Sexton,				and executed by C. S. W.	
the above named be	neficiary, and record	ed in the office of th	e Chancery Clerk of_	DeSoto	
County, in the State	of Mississippi in	Real Estate	Trutt	Dend Record No. 152	on pure 37
of the Record of Tri	ust Deeds, on the	20th day o		, A. D. 19	
and satisfied; and I	do hereby authorize	the Clerk of the Char	cery Court of said	DeSoto	
County to enter satis	faction and curtificat	e of payment in full u	pon this said instrume	nt and that this order be no	corded in the records of
aid County also as p	provided by law.	This the 20	d day of fe	ne. , 1975.	
				ando Bank	
				Francis La	
			A. S. Bal	lard, Jr.,Presiden	t
DeSoto County.	PP1. } n.				
Personally came	and appeared before	me, the undersigned	authority Elo	is M. Barbee	
and for County and	f State aforesaid. A	. S. Ballard,	Jr., President	who acknowledg	red that he signed and
elivered the above a	nd foregoing instrum	ent of the sail sail			ne skap van rav. av
Green under my	hand and seal of of	fice this Dard	discount 1	zed and empowered	n.
ty Commission Commission Employ	JExpires		&&	lais M. Garbes	
2000 million (1)	en en				
		AANSE:	T-SMINIOUS STRAN	231 44	

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

45 minutes A. M. 3 day of 1075 and that the same has been recorded in Book 186 Page 268 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of 1975.

Fees \$ 2.50 pd.

SEAL A. A. CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Ruth H. Price To { DEED OF TRUST		thm 31st day of Price and wife		
4 114011	WITNESSETH, That where	LaPointe, a wide ms, wald part yof the first Nine Thousand	part, being todebted to t	e said part Y
(\$9,000.00), with interest monthly installments of \$1 with each subsequent and s month thereafter, and the paid, on June I 1985 and any further amount that the party of the secon XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	thereon at the 14.01 each, con ucceeding insta final installme of part may furnish the party of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	rate of 9% per mencing on the llment being du ent being due ar	annum, reparted to the late on the late on the late on the late of	yable in 120 July, 1975 day of each if not sooner
paid by DAVID A GUSTAF largained, and sold to the said Trustee the follow **********************************	SUN ing described property, located XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Trustee, the party in the County of DeSoto, and si NXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	of the first part his State of Minimizings, vIKAX 1900/IKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	this day granted, INNEXXXXXX INNEXXXXXXXX INNEXXXXXXXXXX
in Section 23, revised plat o	Township 1 Sou f said Subdivis 21 and 22, in t), Section C, S th, Range 8 Wes ion which is re he office of th	t, as shown corded in Pl	on the at Book 2.
Deed of Trust	of record in Bo	and subordinate ok 71, Page 21, County, Mississ	in the offi	Tain ce of
Should the Trustee at any time believe and secaion of said peoperty and gell the same as brevion or before EXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	is below directed. Should the jurity xxxxxxxx ing notice of the time, place of et for cash, at much time and just and all costs incorred benefit;	sett Y	promptly pay the above e void, but in default there of according to law in De id identisement. The pr orphy shall be refunded to	stated indultedness of the said Treatice Soto County, shall recents of said sale the party.
Witness OUT signatur.S WXX. Syntag of Mississiffi, p≤oto county.	the date written above.	James L. Price	Price	
James L. Price James L. Price who Commonledged that they agreed an Commonder my hand and official real, this	d delivered the foregoing Devi	l of Treet on the day and year t May Vicalle BC	herein mentioned 19 75	the within named
STATE OF MISSISSIPPI, DISOTO COUNTY.	By.	Notary Pu	hia day personally appeare	
STATE OF MISSISSIPPI, DESC I certify that the withing 10 minutes P. M. 3 recorded in Book 186 Page of said County.	a instrument way of Lune 269 records	1975, and th	at the come	o'clock has been
Witness my hand and seal Fees \$2.50 pd.	SEAL H.	P. Fergu	sor!	1975. LERK
		1		

This the day of Dept 19 81
Attest J. P. Flum Jr. J
Chancery Clerk me Claim to C.

Mary W. Guy,	
Grantor	THIS INDENTURE, Made this 27th day of May
To DEED OF TRUST	between Mary W. Guy, a widow, party
Richard J. Lee, Trustee for T.P. Flinn, Jr.,	and I.P. Film. Ir party
Beneficiary	WITNESSETH, That whereas, said part V of the first man below to the second
by her one promissory no	to of like and three inhared fifty dollars (\$350.00) (
rate of 10% per annum fr	te of like amount and even date herewith, bearing interest at om date, due and payable May 27, 1976.
	177.5.5.7.77, 1970,
and any buther amount that at	existence of this trust de
\$400.00	part may furnish the party of the first part during the year 15 - not to exceed
products of every kind that a	following described property, located in the County of DeSoto, and state of Minimizer, viz. Attraction of the first part in S. this day grant of the first part in S. this day
CHECKLEY, THE MOST MINERALLY WITH BUILDING WHILE AND ADDRESS.	
ownship 3. Range 8 West	southwest part of Lot 357 in the Town of Hernando, in Section
letes and bounds as hadin	mine of the
he same lot devised to E	ce south 70 feet, thence west 90 feet to the beginning and be
	, rolk dirver, deceased.
is agreed that the bui	lding upon said property shall be insured and kept insured aga
a rayor of second name	in an amount at
id that this trust deed : rotection of this securi	shall comes of this loan
is further agreed that	any taxes paid on said property by party of the second part
e fully covered by this	trust deed.
Should the Taylor	
Should the Trustee at any time behave out of said property and sell the same on b	and property, or any part thereof evaluatered as a recordy for and dobt. The may then forthwith take po
to before the	or of commend 2
or before the	35 aforesaid them then this intrinsect to be east but in default themed the said Trust below of the time, place and berns of tale, by advertisement according to law in Delver County, do
or before the	3S aforestid the state then this instrument to be could bet in default thermal the mid Trust bickler for each at mich time and terms of only, by advertisement according to law as Debits County, at bickler for each, at mich time and place as he shall designate in each afvertisement. The proceeds of each advertisement to be refunded to the part. V
or before the	35 aforestid them the interment to be east but in default themef the said Trust bickler for each at mich time, place and because of the time, place and because of only, by advertisement according to low at 1905 as County, the bickler for each, at mich time and place as he shall designate in said advertisement. The proceeds of said as times and all coats to agreed because it did if there he a surplus, such coupling shall be refunded to the part. You the part of said Trustee to execute the trust because and the part — of the second part. These, can at any time appears a Trustee to set to be a surplus about the part — of the second part.
nt before the	35 aforestid them the interment to be east but in default themef the said Trust bickler for each at mich time, place and because of the time, place and because of only, by advertisement according to low at 1905 as County, the bickler for each, at mich time and place as he shall designate in said advertisement. The proceeds of said as times and all coats to agreed because it did there be a surplus, such coupling shall be refunded to the part, you the part of said Trustee to execute the trust because and the party of the second part.
or before the	3S aforested the time, place and beam of only by advertisement to be easily but an definite the most tree and Truck bidder for each, at such time and place as he shall designate in and advertisement. The proceeds of soid as drawn and all costs to curred become and if there he a surplus, such coupling shall be refunded to the part. You be part of and Trucker to execute the trust here in confided, the part Y of the second part. These, can at any time appears a Trucker by set to bus stead.
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or before the	as aforesaid the time, place and beam of the thir instrument to be easily but in default thermif the mild Trust bicker for each, at such time and there is a shall designate in and afternooning to law in Debate County, the draw and all costs to unread become and if there be a surplue, such complex shall be refunded to the part. Y are the part of said Trustee to execute the trust invariant confided, the part Y and the second part. The date written above. The date written above. The undersigned authority If and County, the within name, and delivered the foregoing Deed of Trust on the day and your thereto accorded.
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I take personal of said property, and after the same at public anction, to the highest is applied to the payment of said said-his life first part. In case of failure or insbitity his assigns or legal representative his assigns or legal representative his assigns or legal representative witness. My signature witness w	as a foresaid the time, place and brins of the interment to be valid, but in default thermal the add Trust giving natice of the time, place and brins of the by advertisement according to law in Debate County, the bidder for each, at nich time and place or he shall designate in and advertisement. The proceeds of said some and all costs incusted because and if there be a surplus, such complus shall be refunded to the part you the part of the part you the part you the part you find second part. The date written above. The date written above. The date written above. The day and your therein mentioned and day of June (SEAL) By Notary Public Forest appeared the above named of and County, this day personally appeared the above named on and County, this day personally appeared the above named on of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
I take personal of said property, and after the same at public another, to the highest I be applied to the payment of said and his be first part. In case of fallone or inability his assigns or legal representative his assigns or legal representative his assigns or legal representative witness. THE OF MISSISSIPPI, DeSOTO COUNTY, Personally apparent before me Marry W. Guy, a wildow acknowledged that She samed Chyoff SSION EXPIRES: ON MISSISSIPPI, DeSOTO COUNTY, Before me. eth and such that he saw the above named name of the presence of the said.	as aforesaid the time, place and berns of takes by advertisement to be said, but in default thermal the said Trists bidder (or said, at such time and place as he shall designate in and afvertisement. The proceeds of said as the part of said Trustre to execute the trial hierar confided, the pasty of the second part. The data written above. The data written above. The data written above. The data written above. The day and year therein mentioned. And day of. June Of and County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trist, who, being first duly sworn, hereto, sign and deliver the same to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister, that he this deposant a bove to the said Trister.
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Mississippi Eankers Association Form No. 1 (Revised Dec. 1998) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

HUGH D. POWERS

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

First National Bank, Hernando, Mississippi

of the third part, hereinafter designated as the Beneficiary.

Due and payable ninety (90) days from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto County

State of Mississippi, and more particularly described as follows, to-wit:

2.2 Acres, more or less, located along Robinson Gin Road in Section 11, Township 4 South, Range 8 West, DeSoto County, Mississippi and more particularly described as follows:

(continued on the next page)

Contricts Marinday Sankers Association

Amest G. Jeigucou De Chancery Clerk by E. Miller De

Beginning at a point in the West line of Section 11, Township 4, Range 8 West, a distance of 508.5 feet north as measured along said west section line from the southwest corner of the northwest quarter of said Section said point being in Robinson Gin Road; thence north along the west line of said road a distance of 490.0 feet to a stake; thence east 88.0 feet to a stake; in the west edge of a drainage ditch; thence southeastwardly along said drainage ditch 380.0 feet to a point, said point being 250 feet east of teh west line of the property herein conveyed; thence south 140.0 feet to a stake; thence west 250 feet to the point of beginning and subject to a right of way for a public road over crossing the fractional west part thereof.

Together with all the hereditaments and appurtenances thereunto apportaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expensed or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby. In the payment of faces on the said property, or in the payment of atterney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, thus in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest intereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section SSS of the Mississippi Code of 1542 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the inne, place and terms of aske as a corporat

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary berein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly. and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust. or the indebtedness secured hereby, without regard to any law heretofore enacted or that may be reafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically piedged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redseming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall. with respect to such insurance premiums, he conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such frustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, ascretary or treasurer.

Seventh. In case of foreclesure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Grantor covenants that the premises and property covered hereby will at all times be used in a good. and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 50th day of May

STATE OF MISSISSIPPI.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named Hugh D. Powers,

who severally acknowledged that he

Male d. W. signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given upder my hand and official seal, this the 30th day of

MF Commission Expires Chul 3, 1979 My Commission Expires April 3, 1979

STATE OF MISSISSIPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 221 records of REAL ESTATE TRUST DEEDS

of seld County. Witness my hand and heal this the 4 day of June

1 D. G. Ferguson Clem

Feed \$5.00 pd.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

R. G. WAGONER and wife, ANNIE H. WAGONER,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD,

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TEN THOUSAND AND NO/100---------DOLLARS

(\$ 10,000.00) evidenced by one promissory note of even date herewith in favor of provided in said Note

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: the principal sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) is due and payable in three (3) annual principal installments. The first of said annual principal installments is in the amount of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) and is due and payable on or before November 15, 1975. The second annual principal (\$3,000.00) and is due and payable on or before November 15, 1976. The third and final annual principal installment is in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) and is due and payable on or before November 15, 1976. The THOUSAND AND NO/100 DOLLARS (\$3,000.00) and is due and payable on or and payable on the unpaid principal balance with each of said annual principal installments.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Two (2), Township Three (3), Range Seven (7) West,

State of Mississippi, and more particularly described as follows, to-wit:

20 acres in Section 2, Township 3, Range 7 West, described as BEGINNING 20 acres in Section 2, Township 3, Range 7 West, described as BEGINNING at a point 672.55 feet East of the Southwest corner of the Southeast Quarter of Section 2, Township 3 South, Range 7 West; said point being in the center of Bright's Road; thence North 05 degrees, 18 minutes, 10 seconds west, 417.42 feet to a point; thence Notrh 03 degrees, 48 minutes, 10 seconds west, 273.50 feet to a point; thence South 86 degrees, 11 North 05 degrees, 40 minutes west, 595.69 feet more or less to an iron pin; thence 1148.56 feet to an iron pin; thence South 00 degrees, 37 minutes, 30 seconds West, 996.32 feet to a point; thence South 84 degrees, 41 minutes, 50 seconds east, 23.64 feet to a point; thence South 04 degrees, 50 minutes, 30 seconds east, 208.71 feet to an iron pin; thence south 84 degrees,

Copyright Ministery Bankers Assertation

41 minutes, 50 seconds east, 327.0 feet to the point of beginning; containing 20 acres, more or less, according to the survey of Tom King, CE, May 10, 1969.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to occure the prompt payment of the aforesaid indebtedness, and any and ail other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and offect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges secrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the none or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforessid then unpaid. Such sale shall be made by giving nutice of the time, place and terms of sale as required by Section XEX of the Mississippi Code of 19 m and amendments if any thoreto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1 55

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premines insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or helder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the baneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Pourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured bereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is logally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be overed by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, he conclusive evidence as between the parties to this c

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Nighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the piural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

STATE OF MISSISSIPPI.
COUNTY OF DESCIO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named R. G. WAGONER and wife, ANNIE H. WAGONER,
who severally acknowledged that they signed and delivered the Nove and threspoint deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of May, 19 75.

My Commission Expires Jan. 7, 1978

My Commission Expires:

Notary Public

I certify that the with 45 minutes A. M. 3 recorded in Book 184 Page of said County.	day of June 1975, 274 records of REAL	for record at A and that the same ESTATE TRUST DES	o_o'clock e has been
Witness my hand and sea Fees \$ 5.00 pd.	SEAL H. H. Je	Jue igusor,	1975.

Assignment of this Instrument Recorded IN No. 201 Page 380
This the 12 day of 280

Resident of this Instrument Perorded In No. 1860 Pope 5 19 75

D-34960 gl

VA Parm 28-4321 (Home Loan) Revised December this. Use Optional, Section 1819, Title 28, U.S.C. Acceptable to Federal National Mortenant SIDNEY M. KATZ, ATTY 4041 KNIGHT-ARNOLD ROXD MEMPHIS, TEUN, 38118

MISSISSIPPI

DEED OF TRUST

This Deep of Thust, made and entered into this

28th

day of MAY

19 --

ROBERT G. FOSTER AND WIFE, PEGGY ANN FOSTER

, hereinafter called the Grantor;

DELTA TITLE COMPANY

, hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY

and existing under the laws of post-office address at Beneficiary:

STATE OF TENNESSEE 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118 , a corporation organized , having its principal office and , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by the County of DeSoto , State of Mississippi, to wit:

Lot 911, Section B, North Half, DESOTO VILIAGE SUBDIVISION, in Section 34, Township 1 South Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 - 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the west line of Normandy Drive 798.65 feet northwardly from the point of intersection of said west line and the north line of Meadowbrook Drive; thence northwardly 68 feet with the west line of Normandy Drive to a point; thence northwestwardly the east line of lot 889 to an iron pipe in the northwest corner of lot 910; thence southeastwardly 123.91 feet with the north line of lot 910 to the point of beginning. As per survey by ACME ENGINEERING SERVICE, dated April 17, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Granters to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood insurance Art of 1558 or subsequent similar legislature; said sum to be held in escror without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of

Manual Control of the control of the

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND NINE HUNDRED FIFTY & 00/10 Dollars (\$ 24,950.00---), with interest from date at the rate of SEVEN AND 3/4---- per centum (753/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office in MEMPHIS, TENNESSEE 38118 designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED SEVENTY EIGHT &

Dollars (\$ 178.89----), commencing on the first day of JULY , 1975 , and continuing on the 89/100-
first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal , or at such other place as the holder may and interest, if not sooner paid, shall be due and payable on the first day of JUNE

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

- 1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
- 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (t) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

 - (II) interest on the note secured hereby; and (III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Granter to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN per centum (10 %) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for each to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At any

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In WITNESS WHEREOF, the Grantor(s) has hand(s) the day and year herein hereunto set first written above.

PEGGY AND POSTER

STATE OF MISSISSERFE

COUNTY OF

SHELBY

Given under my hand and seal this

ROBERT G. FOSTER , his wife, who acknowledged that she

PEGGY AMN FOSTER , his wife, who a delivered the foregoing instrument on the day and year therein mentioned.

. and Explored State 9, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at // o'clock 55 minutes A. M. 3 day of 1975, and that the same has been recorded in Book 186 Page 277 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of

1975.

Fees \$5.20 pd.

PARTIAL RELEASE

For value received, First Memphis Realty Trust releases from the deed of trust dated August 28, 1972, recorded in Book 147, Page 195, the land in DeSoto County, Mississippi described as follows, to-wit:

3.52 acres described as a church site in Section 25, Township 1 South, Range 9 West, more fully described as BEGINNING at a point 60 feet north of the center line of Goodman Road at the beginning of a curve with a radius of 40 feet, connecting the north line of Goodman Road with the east line of a proposed extension of Black Oak Drive; thence northwardly along the arc of said curve 62.83 feet to a point at the end of said curve in the east line of said Black Oak Drive; thence northwardly along the east line of Black Oak Drive 327.49 feet to a point; thence northeastwardly 214.64 feet to a point in the center line of a 30 foot wide easement of the Arkansas-Louisiana Gas Pipeline Company; thence southeastwardly along the center line of said easement 583.30 feet to a point in the north line of Goodman Road; thence west along said north line of Goodman Road 474.53 feet to the point of beginning.

In all other respects, said deed of trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the deed of trust.

WITNESS the signature of First Memphis Realty Trust by its authorized officer this 19th day of May, 1975.

FIRST MEMPHIS REALTY TRUST

BY: William

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named William FRANCE.

Vice President of First Memphis Realty Trust, who acknowledged that he signed and delivered the above and foregoing Partial Release, on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Notary Public

of May, 1975.

My Commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock recorded in Book 186 Page 181 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 4 day of June 1975.

Fees \$ 2.50 pd.

SEAL H. H. Junguar CLERK

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STATE OF MISSISSIPPI Terised February 1923

THIS DEED OF TRUST, made and entered into this 30th by and between

day of May

1975

30

THIS

JOHN PAUL LITTLEJOHN and wife, KATHRYN M. LITTLEJOHN

, hereinafter called the Grantor;

C. B. Henley , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi a corporation organized and post-office address at 161 East Amite Street, Jackson, Mississippi Beneficiary: having its principal office , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto . State of Mississippi, to wit:

Lot 263, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 12, Pages 16 and 17.

Together with Whirlpool Air Conditioner, Serial #H34853152, model #DXB39B; Whirlpool Furnace, serial #H33361134, model #FXB43105CR; Rheem Water Heater, serial#7742694; model #666H40D; Whirlpool Range, serial #M42834254, model #RYE7760; NuTone Hood, serial #74P, model #V25; Whirlpool Disposer, serial #F42056666, model #SYD40; Whirlpool Dishwasher, serial#F42942874, model #AU 400; and all carpeting located on improvements situated on the above described property and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely

used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

161 East Amite Street

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Forty-

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and ap-plicable Regulations thereunder, or

(II) if and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

re-ucorded Real Estate 1D Book Page 586 Jan 19 80

Assignment of this Instrument Recorded in Road Estate 710 Book No. 252 Page 12 This he & Nov. 19 29 mongrest. U. H.

Assignment of this in Percented in No. This to Clarkb

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already poid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and
- (c) All payments meationed in the two preceding subsections of this paragraph and all payments to be made under the note-secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

 - (III) interest on the note secured hereby; and
 - (IV) amortigation of the principal of said note.
 - Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2e) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.
- 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments, made under the provisions of (c) of paragraph 2 hereof which the Beneficiary has not become obligated to any to the made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (6) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.
- 4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed
- 5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this
- 6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, custailties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and gencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay premptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby accured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor is and to any insurance policies. ment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, positions, for which provision has not been made hereinbefore, and shall promptly deliver the official re-therefor to the Beneficiary, and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.
- 8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or sequired for a public use, the damages, proceeds, and the consideration for such ocquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.
- 9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) Days statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured bereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebted ness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

The Grantor further covenants and agrees that in case of a sale, as bereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

John Paul Lillyck Kathryn M. Littlejohn

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named John Paul Littlejohn
Kathryn M. Littlejohn his wife, who acknowledged that the y
delivered the foregoing instrument on the day and year therein mentioned. signed and

Given under my hand and seal this

My Commission expires: February 19, 1976 STATE OF MISSISSIPPI

COUNTY OF DO VOLA

foregoing conveyance was filed for registration in this office at 3.20 o'clock A M., on the 3 day of 19>5 and was recorded in Vol. , Record of Deeds, pages day of , on the

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 2 day of June 1975 and that the same has been recorded in Book/86 Page 283 records of REAL ESTATE TRUST DEEDS recorded in Book 186 Page 283 of said County.

Witness my hand and seal this the 4 day of

Fees \$ 5.00 pd.

NORTH MISSISSIPPI SAVINGS AND LOAN ASSOCIATION, GRANTOR

TO

PARTIAL RELEASE

SONNY ROACH, ET UX, GRANTEES

For and in consideration of Ten Dollars (\$10.00) and other good and valuabel considerations, North Mississippi Savings and Loan Association does hereby mease from the lien of that certain deed of trust given by Sonny Roach and wife, Patsy L. Roach being dated June 1, 1974 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 176 page 445 the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 7, in Northwood Subdivision, Part 1, as recorded in Plat Book 4, Page 22 in the office of the Chancery Court Clerk of DeSoto County, Mississippi and being more particularly described by metes and bounds as follows: BEGINNING at a point on the West Line of Cedar Cove, said point being the Southeast Corner of Lot 6; thence Easterly along the South Line of Cedar Cove and along the line between Lots 7 and 8, a distance of 144.40 feet to the Southeast Corner of Lot 8; thence Southerly along the Easterly Line of Lot 7 a distance of 95.00 feet to the Northeast Corner of Lot 1; thence Westerly along the line between Lots 1 and 7 a distance of 100.00 feet; thence Northwesterly along the line between lots 3 and 7, a distance of 69.12 feet; thence Northwesterly along the line between Lots 4 and 7, a distance of 37.55 feet to the point of beginning, said lot being in Section 13, Township 3, Range 8.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 25th day of May, 1975.

NORTH MISSISSIPP SAVINGS AND LOAM ASSOCIATION
By ASSOCIATION
William N, Davis, Assistant Secretary

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, William N. Davis as Assistant Secretary of North Mississippi Savings and Loan Association who acknowledged that he signed and delivered the above and foregoing Partial Release for and on behalf of North Mississippi Savings and Loan Association on the day and year therein mentioned.

Given under my hand and official seal of office this the 28 dayof May,

Silvard Daves

y Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock recorded in Book 186 Page 286 | Local 1975, and that the same has been of said County.

Witness my hand and seal this the 4 day of 1975

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOSSE 196 PAGE 215

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned_

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in....

DeSoto County, Mississippi, to-wit:

> Lot 717, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except_

IN TRUST FOR THE FOLLOWING PURPOSES:

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the obtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight

percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and

and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Granter or Granters shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Granter or Granters shall violate or breach any other indebtedness secured hereby and in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure, and the Trustee or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof section 888 and amendments thereto of the Mississippi Code of 1942 and as to personal property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942 and as to personal property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942 and as to personal property and sell the indebtedness secured in more than one county, the sale may be made in either county at the Trustee's discretion but shall be judice in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actual of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust every fee and the property on hand at the place of sale. Out of the property can sell the same and apply the proceed all as hereinbefore secured hereby may, at pleasure, appoint another person secured the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or sh

Witness the signature of the Grantor , this 28th day of May 12 75 AMCON INTERNATIONAL, INC. R. E. McIvor, Vice President STATE OF MISSISSIPPI. COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, Vice President, for and on behalf of Ameon International, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned. Given under my hand and official seal, the 28th day of May My Commusion Explires Feb. 19, 1976 STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 3 day of Juke 1975, and that the same has been recorded in Book 186 Page 287 records of REAL ESTATE TRUST DEEDS of said County. 1975. Witness my hand and seal this the 4 day of Fees \$3.00 pd.

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned.

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in...

DeSoto

County, Mississippi, to-wit:

Lot 732, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

(\$19,000.00) Nineteen Thousand and no/100----- Dollars due on demand. or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the buildings secured berein for taxes insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not io use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby, and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument. Witness the signature of the Grantor , this 28th day of May 19 75 AMCON INTERNATIONAL, INC. R. E. McIvor, Vice President STATE OF MISSISSIPPI. COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor. Vice President, for and on behalf of Amcon International, Inc. who acknowledged that DC signed and delivered the foregoing trust deed on the day and year therein mentioned. Given under my hand and official real, this 28th day of May My Commission Expires Feb. 19, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 289 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 4 day of Pees \$3.00 pd.

Partial Release of this Instrument Recorded in

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned.

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto

County, Mississippi, to-wit:

Lot 719, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above described property except...

IN TRUST FOR THE FOLLOWING PURPOSES.

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

guarantor.

(C) Also to ascure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured bereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(B) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust and all collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust and all collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in

this instrument.
singular number shall include the plural and the IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument. Witness the signature of the Grantor , this 28th day of May 19 75 AMCON INTERNATIONAL, INC. By: R. E. McIvor, Vice President STATE OF MISSISSIPPI, COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, Vice President, for and on behalf of Ameon International, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned. Given under my hand and official seal, this 28th day of May

STATE OF MISSISSIPPI, DESOTO COUNTY

Toertify that the within instrument was filed for record at 9 o'clock of said County.

My Commission Expires Feb. 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

Toertify that the within instrument was filed for record at 9 o'clock of minutes A. M. 3 day of June 1975, and that the same has been of said County.

Witness my hand and seal this the 4 day of June 1975.

SEAL A. M. Sample Desoto County 1975.

293

193 PAGE 166

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned_

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto

County, Mississippi, to-wit:

Lot 718, Section D. Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

IN TRUST FOR THE FOLLOWING PURPOSES

L (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

Its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$19,000.00) Nineteen Thousand and no/100----- Dollar due on demand, or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full

Iso to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other hatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or

the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight (D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness and shall bear interest at the rate of eight (D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby, (2) To pay all indebtedness secur-surance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described in-(5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To pay all taxes upon said property; in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by III. All payments made, as well as the proceeds of all property described in his Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals are placed to scribed in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust as they deem to their best interest

or, or successors, shall believe that the property covered by this instrument the indebtedness secured hereby, he may take possession of such property iereinbefore provided in case of default in payment of said indebtedness or the maturity of the indebtedness secured hereby; and in the event he expenses of so doing which may be furnished by the Beneficiary shall turn and be secured by this instrument.

Ontext so requires, the singular number shall include the plural and the Witness the signature of the Grantor , this 28th day of May 12 75 AMCON INTERNATIONAL, INC. R. E. McIvor, Vice President STATE OF MISSISSIPPI. COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, Vice President, for and on behalf of Amcon International, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned. M Sealewell Notary Public My Commission Expires Feb. 19, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 20 Minutes A. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 293 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 4 day of Feen \$ 3.00 pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK

196 PAGE 32 THIS do DAY CF TO BE OF THE saugust. a

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to _____ C. B. Henley

as Trustee, the following described property, located in_

DeSoto County, Mississippi, to-wit:

> Lot 733, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES

L (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$19,000.00) Nineteen Thousand and no/100----- Dollars due on demand, or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date es as therein provided

(B) Also to secure any other indebted as therein of secure any other indebted as the capture of the cap

together with attorney's

ovided.

Scure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or reither of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other or, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or

the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and

and further to secure the performance and fulfillment of all the obligations, agreements and coverants.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby, (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any nant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed in as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or with and/or foreclosure; and the Trustee of the Beneficiary and through any officer. VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument. Witness the signature of the Grantor , this 28th day of May 19 75 AMCON INTERNATIONAL, INC. R. E. McIvor, Vice President STATE OF MISSISSIPPI. COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named... R. E. McIvor, Vice President, for and on behalf of Amcon International, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned. Given under my hand and official seal, this 28th day of May Deblie M. Diagwell Notary Public My Commission Expires Feb. 19, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 3 day of Quar 1975, and that the same has been recorded in Book 186 Page 295 Pecords of REAL ESTATE TRUST DEEDS of said County. Witness av hand and seal this the 4 day of Fees \$ 3.00 pd.

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned____

AMCON INTERNATIONAL, INC., a Tennessee Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in....

DeSoto County, Mississippi, to-wit:

Lot 734, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Granior's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Reneficiary as follows:

or before Six (6) Months from date with interest due and payable monthly until alle principal and interest are paid in full.

as provided in promissory note of even date

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II The Grantor or Grantors covenant, agree, and hind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any snant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed in as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee in named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof any said indebtedness. Said sale shall be for cash to the highest hidder and as to real property shall be in accordance with the Biss and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument. Witness the signature of the Grantor , this 28th day of May 1975 AMCON INTERNATIONAL, INC. R. E. McIvor, Vice President STATE OF MISSISSIPPL COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, Vice President, for and on behalf of Amcon International, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned. Seller M. Didswell (Notary Public My Commission Expires Feb. 19, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 297 Trecords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 4 day of 1975. Pees \$ 3.00 pd.

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Cancelled of this Instrument Recorded In real estate T/D Book 124

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She the 5 day of July 1983

H. Y. Fuguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 29th day of MAY . 19 75 , among the Grantor, MICHAEL H. COVEY, single,

Joe M. Hudspoth (herein "Borrower"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized
and existing under the laws of The State of Mississippi, whose address is

Hernando, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto , State of Mississippi:

Lot 140, Section A, Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 34 through 37 of record in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

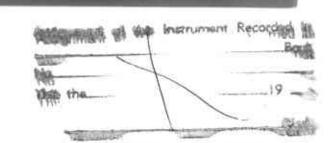
Togerness with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Fifteen Thousand and No/100 ----------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any casements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-PHLMC-12/71-1 to 4 Family



UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Toxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower. to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fixes and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground tents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall in good faith contest such lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or ferfeiture of the Property or any part thereof.

5. Hozord Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be imreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is coonomically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is absordered by Borrower or if security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or abandone the smooth installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Berrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

not extend or postpone the due date of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forboarance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the naturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the 17. Transfer of the Property: A

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies

permitted by paragraph 18 hereof.

Non-Uniford Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uniford Covenants. Except as provided in paragraph 12 hereof upon Borrowerh bond of any covenant or agreement to acceleration shall mail botice to perfolding the covenants to pay when due any sums secured bond of any covenant or agreement to acceleration shall mail botice to produce the provided in paragraph 18 hereof specifying. (1) the breach; (2) Trust, Lender prior to cure such breach; (3) a dato not be sum as powerful in paragraph 18 hereof specifying. (1) the breach; (2) Trust, Lender prior to cure such breach; (3) a dato not be sum as provided in paragraph 18 hereof specifying. (1) the breach; (2) Trust, Lender prior to cure such breach; (3) a dato not be sum as provided in paragraph 18 hereof specified in the notice mail of the property of the breach; (3) a dato not be provided in the notice in mailed to float and any other remedies provided in the notice mail of the foreign and any other remedies provided in the notice which are considered and the property of the sums secured by the Deed of Trust on or before the date specified in the notice further demand, and may myologous of sale and any other remedies provided in the paragraph 18, including but to limited to paragraph 18 to provide the sums as the property of the sums secured by the Deed of Trust on or before the date specified in the notice, of prescribed by applied the property. Trustee shall give notice of sale by public hereograph 18, including but not instead of the property of the provided in paragraph 18, including the total provided in paragraph 18 hereof, notice, of prescribed by applied the property. Trustee shall give notice of sale by public the provided in paragraph 18 hereof, notice, of prescribed by applied the property. Trustee shall give to the purchase of the property o

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust MICHAEL H. COVEY -Botrower

-Borrower

Route 2B

Hernando, Mississippi 38632

STATE OF MESISSIPPI. MICHAEL H. CO. Single authority in and for said Sounds and State, the sign of authority in and for said Sounds and State.

Given under my mand and seal of one said state of the said seal of one within no owledged son this the MAY Commission expires: My commission Notary Publi

STATE OF MILE COUNTY OF

Personally appeared before in and for said County and State, the within named MICHAEL H. COVEY, single, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. of _______, A. D., 1975.

My commission expires:

ETSI TE Ang sundry usessemmon Aw My Doministon Explose July 31, 1978

STATE OF MISSISSIPPI, DESCRO COUNTY I certify that the within instrument was filed for record at Y o'clock minutes A. M. 3 day of June 1975, and that the same has been recorded in Book 186 Page 299 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 4 day of

Fees \$ 5.00 mm

FOR REAL ESTATE, CHATTEL OR BOTH

Tommy C. Mitchell and wife,

Carolyn D. Mitchell To { DEED OF TRUST	this innerture, Made this 30th day of May . 1975 between Tommy C. Mitchell and wife, Carolyn D. Mitchell,
Wayne D. Crawford	Party of the first part, and Wayne D. Crawford, Party
	WITNESSETH, That whereas, said part Y of the first part, being included to the said part V
\$1.000.00 repayable in 11 \$89.62. bearing interest a month thereafter until paid and any further amount that the party of the a XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	of the second part in the sum of One Thousand Five Hundred and no/100 3500.00 repayable on or before July 30, 1975, bearing no interest monthly installments of \$89.58 each and 1 final installment of at the rate of 7 & 3/4%; 1st installment due July 1, 1975, and each in full, except that final payment shall be due on June 1, 1976 econd part may furnish the party of the first part NAMANNANANANANANANANANANANANANANANANANA
flooribiscopy and sharehold of the project of the control of	CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	MY ENERGY AND
Lot 877, Section	on B, in DeSoto Village Subdivision, in Section 34,
in Plat Book 8	uth, Range 8 West, as shown by the plat recorded . Pages 12-15, in the office of the Chancery Clerk ity, Mississippi.
Beginning at a point in the said curve connecting the solution of the said curve; thence east along the west corner of Lot 926 of seast corner of Lot 878 of solution of Briarwood Drive at line of Briarwood Drive 90 thence northeastwardly alo	south line of Goodman Road at the end of a 20-foot radius curve, south line of Goodman Road with the east line of Briarwood se south line of Goodman Road 103.5 feet to a point at the north-said subdivision; thence south 109.65 feet to a point at the north-aid subdivision; thence west 123.5 feet to a point in the east the northwest corner of Lot 878; thence north along the east feet to a point at the beginning of said 20-foot radius curve; and the arc of said curve 31.42 feet to the point of beginning.
The Deed of Trust is secon Book 153, Page 579, in the	ed and subordinate to that certain Deed of Trust of record in office of the Chancery Clerk of DeSoto County, Mississippi.
on or before OEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	and property, or any part thereof, contangered as a security for said delet
STATE OF MISSISSIPPI, DeSOTO COUNTY.	Carolyn D. Mitchell
Tommy C. Mitch	nie M. Braswell, a Noary Public of and County, the within named all and wife, Carolyn D. Mitchell
Government on hand and official seal, this	and delivered the foregoing Deed of Trust on the day and year therein mentioned. 30th day of May 19.75
Ny Compledian avaluacy E	ISENI) Settle on Sprandle
Mỳ Commission expires: F	eb. 19, 1976 ox Notary Public XXXXX
STATE OF MISSISSIPPI, DeSOTO COUNTY.	of said County, this day personally appeared the above named
deposith and such that he saw the above named.	one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
	outo, sign and deliver the same to the and Trustee; that he, this deponent, subscribed his name as a witness
ATE OF MISSISSIPPI, DESC I certify that the with minutes A. M. 3 corded in Book 186 Page	OTO COUNTY In the property was filed for record at 9 o'clock 1975, and that the same has been 303 FEAL ESTATE TRUST DEEDS
said County. Witness my hand and sea	this the 4 day of O. 1975
2.50	SEAL H. P. Ferausa CLERK
	, CLERK

	Know all men by these presents that for of the indebtedness described in and secur February 15, 1973 executed by	ed by that certain Deed of Tr. B. G. & T., Inc.	ust dated
	toC. B. Henley Bailey Mortgage Company of Trust is recorded in Book154 Chancery Clerk of DeSoto County, Mississ Bailey Mortgage Companyas have bargained and sold and by these pres release and quitclaim unto the saidB. G the following described property located in	as Beneficiary, where Page 181 , in the office sippi, the undersigned Beneficiary, named in said Electric de bargain, sell, convey & T., Inc.	of the Deed of Trust, , remise,
	Lot 115, in Section A, Holly H Section 30, Township 1 South, Mississippi, according to a ma of record in the office of the C in Plat Book 10, Pages 34 and	Range 8 West, DeSoto Count ap or plat thereof on file and hancery Clerk of said County	
	To have and to hold the aforedescribed B. G. & T., Inc. and to assigns in fee simple forever, free and di of Trust and the indebtedness secured then	its successors, hei	
4	But this is a partial release and as to a by said Deed of Trust not heretofore nor h continue in full force and effect.	Il other property described in ereby released, the lien of sa	and conveyed me shall
	WITNESS our signatures this the 30	day ofAnril	1975
	ATTEST:	BAILEY MOREGAGE ON	IPANY
	By: Milliam Cook, Vice-President STATE OF MISSISSIPPI COUNTY OF HINDS	Paul J. Salvo Comptro	ller
	PERSONALLY appeared before me, the the jurisdiction aforesaid, the within name who acknowledged that as Comptroller at respectively, for and on behalf of and by a they signed the above and foregoing instrusaid corporation thereto and delivered said mentioned.	d Paul J. Salvo and Williar d Vice President uthority of Bailey Mortgage ment and affixed the corporat	n Cook Company e seal of
	GIVEN UNDER MY HAND and seal of o	ffice this the 30 day of	
	My commission expires: My Commission Expires Oct. 31, 1978	Fuelly Brown	
55 mi recorde	tify that the within instrument was nutes A. M. 4 day of fecords County	REAL ESTATE TRUST DEEL	o'clock has been
	as my band and seal this the 4	day of June	1975.
	SEAL D. A	Serguson.	CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of MAY

, 19 75 , among the

Grantor, FIRST BAPTIST CHURCH OF WALLS

(herein "Borrower"),

Joe M. Hudspeth

(herein "Trustee").

and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi,

(herein "Lender")

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property lo-DeSoto State of Mississippi: cated in the County of

> Beginning at the Southeast corner of Section 33, Township 1, Range 9 West: thence North 5 degrees and 35 minutes West with Section line 14.69 chains; thence South 84 degrees and 40 minutes West 16.73 chains to the East right-of-way of U. S. Highway No. 61, which is the point of beginning of the herein described and conveyed lot or parcel of land; thence in a Southerly direction along the East rightof-way line of U. S. Highway 61 a distance of 210 feet to a stake; thence in a Easterly direction 210 feet to a stake; thence in a Northerly direction parallel with said right-of-way line of U. S. Highway 61 to a stake; thence in a Westerly direction along the North line of Tract 5 as described in Warranty Deed of record in Book 24, Page 558, a distance of 210 feet to the point of beginning, containing one (1) acre, more or less, and being further described as:

BEGINNING at the Southeast corner of Section 33, Township 1, Range 9 West, thence N with the Section line 969, 54 feet to a point; thence S 84° 40' W for a distance of 1104.16 feet to the E right-of-way of U.S. Highway 61 which is the point of beginning of the herein conveyed and described lot or parcel of land; thence in a Southerly direction along the E right-of-way line of U. S. Highway 61 a distance of 210 feet to a stake; thence N 84° 40' E a distance of 210 feet to a stake; thence N 25° 29' E parallel with said right-of-way line of U. S. Highway 61 a distance of 210 feet to a stake; thence S 84° 40' W a distance of 210 feet to the point of beginning.

This instrument executed pursuant to Resolution dated March 16, 1975, copy attached.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late more charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Togerhea with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be

edness, if not sconer paid, due and payable on — June 1, 2000 — ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FILMC-12/71-1 to 4 Family

THIS 13 DAY OF QuyUST 1892

W.Eo. Days
Changery Gerb. C.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

-1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guerranteed by a Federal contact account (including Lender if Lender is such an institution). Lender are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as addi-

tional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance

premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at affers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be used.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Relocated. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uniform Coverants. Borrower and Lender further coverant and agree as follows:

18. Acceleration, Esmedies. Except as provided in paragraph I7 hereof, upon Borrower's breach of any coverant of Borrower in this Deed of Trust, including the coverants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall main induce to Borrower as provided in paragraph I4 hereof ageingting. (1) the breach: (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach imust be cured; and (4) that failure to ours such breach of the breach is not curred to the breach of the cured of t

In Witness Widesor, Borrower has executed this Deed of Trust.

Jim Thompson, Trustee George Trustee

FIRST BAPTIST CHURCH OF WALLS

John William Wolfe, Pastor Borrower

Jere Helley, Trustee

Highway 61 South, P. O. Box 192

Walls, Mississippi 38680

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the within named John William Wolfe, Pastor and Jim Thompson, Gary George and Jerry Kelley, Trustees of First Baptist Church of Walls, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, in the capacities therein set forth, having been previously authorized so to do by a Resolution of the Church congregation duly and legally adopted.

Given under my hand and seal of office, this the 27th day of May, A. D., 1975.

(SEAL)

(OFFICIAL TITLE)

My Commission Expires: My Commission Expires Feb. 19, 1976

WALLS, MISSISSIPPI DESOTO COUNTY:

The Congregation of the FIRST BAPTIST CHURCH OF WALLS, MISSISSIPPI, met in Special Business session at the usual place of meeting, pursuant to call on May 11, 1975, at Walls, Mississippi.

In this conference, on Motion duly made and seconded, the Congregation adopted the following resolution and ordered it spread on the minutes of the Church and the minutes of the Trustees of said Church as follows:

WHEREAS, the Church has decided to construct an educational building approximately 30' x 50' adjacent to the present church structure, and

WHEREAS, the Church is in need of additional funds to help construct said building, therefore:

- (1) The Church agrees to obtain a loan in the amount of \$26,000.00 from North Mississippi Savings & Loan or such other suitable institution at as favorable an interest rate as can be obtained.
- (2) The Church hereby names, constitutes and appoints, JIM THOMPSON. GARY GEORGE, AND JERRY KELLEY, and their successors in office and their Trustees, who are to act for and on behalf of said Church, to hold the assets and properties of the Church in their name, and they are furthernial and empowered to botain said loan and hypothecate the assets and properties of the Church and to execute and sign on behalf of the Church all legal papers and instruments that are deemed necessary and advisable.
- (3) This Resolution shall be irrevocable and shall remain in full force and effect until the sum borrowed is fully and completely repaid with interest.

WE, the undersigned Pastor and Church Clerk of the First Baptist Church of Walls. Mississippi, do hereby certify that we hold the position opposite our names and further certify that the above Resolution was duly and properly adopted by the membership of the Church at a meeting called for said purpose on said date and that 20% of the members in good standing of said church were present.

The above Resolution appears on the official minutes of the Church

Sue Me Cornach

Passor William Wolfe

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock recorded in Book /86 Page 305 Feords of REAL ESTATE TRUST DEEDS

Witness by hand and seal this the 4 day of 0.1075.

Fens \$ 6.00 pd.

SEAL H. G. Terguson, CLER

Donald L. Lord, et ux		CHAPTEL OR BOT		
FAA Federal Credit Union	FAA Federal	Credit Union	of May Verna M., Lor First part, being indebted to	of the first po
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STATE OF MISSISSIPPI, Desorto CDENTY Personally appeared before now tille un Donald L. Lord a when acknowledged that they algored as Given under any hand and official seal, this	ad delivered the foregoing Dood			nd the within named
STATE OF MISSISSIPPI, DeSOTO COUNTY.	(SEAL)	My Commission Notary Pu	Expires Nov. 11, 1978 O 116	XXX XXX
ATE OF MISSISSIPPI, DESO I certify that the within minutes P. M. 4 d. corded in Book 186 Page said County.	ay of Jule 310 Pecords	^	ecord at _3 nat the same hor TRUST DEEDS	o'clock as been
Witness my hand and seal	this the 4	day of	use	1975.

CANCELLED BY AUTHORITY RECORD

222 500 280

H. Figure

CANCELLED BY AUTHORITY RECORDED IN BOOK

194 PAGE 443

HIS 23 DAY OF THE 1975

Mississippi Sunters Association Form No. 1 (Revised Dec. 1955) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

ALMAC Construction Co., Inc.

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi

of the third part, hereinafter designated as the Beneficiary.

date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on or before the _25th day of _November , 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 45, Section "B", Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, Pages 11 and 12, Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Minimized Bankers Association

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Together with all the hereditaments and appurtonances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prumpt payment of the aforemaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for panded in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all informst due thereon at the rate herein specified, then in that event this conveyance shall be accurred hereby, or of any installment in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, while, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or note or notes secured hereby, sell said property and lane, or a sufficiency thereof to entiaty the indebtedness aforement the mandable. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 283 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchasors. Should the bouseficiary, or the owner or holder of the inner of sale as required by Section 283 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchasor

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or continue before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of frust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declaire the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conversance hereinbefore set out. But in case such default combits in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure and insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been said; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest inetallment which may become due under the terms of this insurance next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said incurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this c

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 30 th day of May, 19 75.

BY: ALMAC CONSTRUCTION CO., INC.

BY: B. G. Allen, President

R. E. McIvor, Secretary

STATE OF MISSISSIPPI, COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the

day of

19

My Commission Expires: ..

Notary Public

STATE OF MISSISSIPPI COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesald,

B. G. Allen, President and R. E. McIvor, Secretary

respectively of the above named ALMAC Construction Co., Inc. a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, scaled and de-livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do. Given under my hand and official seal of office, this the Notary Public LAND DEED OF TRUST

of said County. Page	day of 1975, and that the same has	clock been
Witness my hand and sea Fees \$ 5.00 pd.	this the 4 day of June 1	975.
3.00 pd.	SEAL H. J. Ferguson, CLER	K

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

	Lanc	d — Farm Products	— Farm Equipm	ent	
THIS agreeme Betty Jean	ent, this day mad	le and entered into	between Forr	est Dewitt Kinard	& wife,
	Individ	male			
3 1017		(Corporation—P	ethership—Individual)		
of the first part, h	ereinafter design:	ated as the Debtor,	whose address is	Rt 10, Box 278	
Hernando,	(C/ý)	DeSoto	sunity)	Mississippi (Made)	N
said address being	Debtor's B		ace of Business—Reside	Htel	
H. R. Garner hereinafter designa		and		Trustee, of the	second part,
The Bank of Wa	MAG				
of the third part, h	nereinafter design	of ated as the Bank V	Vitnesseth:	Walls,	
Dollars (\$ 7,059. with in favor of Ba providing for the p follows, to-wit:	AS, Debtor is jus 96 evic nk, bearing inters sayment of reason 36 monthly pay	tly indebted to Ban Senced by one est at the rate of as lable attorney's fee ments of \$196.1	k in the full sum promissory r specified _{pert} s in case of defai l beginning Ju	of Seven thou.,f note of evention Berannum aft ult and being due an Ly 15, 1975.	ifty-nine & 96/1 en date here- er date d payable as
way of future adva- owe Bank, as here! NOW, THERE! (\$1.00) cash in har convey and warrant of State of Mississippi, shown on plat app	nces hereunder of mafter provided: FORE, in consider nd paid by Truste unto Trustee the i to-wit: Lot 276 bearing of race	or otherwise, that the premise, the receipt of w following described a in Section "History in Plat Rook	es, and any orne es, and the furt hich is hereby a land located in the f, Chickasaw B 6, Pages 29-	ity of the aforesaid in or further indebter er of them, may now the consideration of the county of DeSot laff Lakes Subdia 14 in the Chancer of plat reference Sections 7 and 5	One Dollar does hereby to rision

CANCELLED BY AUTHORITY RECORDED IN BOOK 220 PAGE 653

THIS 20 DAY OF Jan 19.28

- Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes): A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein. B. Livestock-C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock

D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

- E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of live-stock and poultry.
- F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

- Debtor is the owner of the Collateral clear of all liens and accurity interests except the security interest granted hereby, and Debtor has the right to make this agreement.
- 4. Debtar agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the nates. (b) all sums including reasonable afformay's fees and legal expenses, paid or incurred by Bank in pursuing any of its eights and remedies or in remedying any default pursuant to this agreement together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indubtedness to Bank's option, the entire unpaid indubtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtar's default or if Bank deems itself insecure.

 5. Debtar shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
- 6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and hisbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
- Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
- Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
- Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
- 10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
- 11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
- 12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
- 13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business fallure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruiptcy prospect of payment impaired. Debtor or any surety for Debtor; or (d) when Bank in good faith deemin (taeff insecure and its United default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market UPON DEFAULT, all sums secured hereby shall immediately become due and payled a Bank's option without notice to the Uniform Commercial Code of Missiship on other applicable law and all rights provided earning in the standard of the Uniform Commercial Code of Missiship on other applicable law and all rights provided learnin, in the remember of the Uniform Commercial Code of Missiship on other applicable law and all rights provided learning in the payled of the payled of the foregoing, the right to take possession of the operations which the payled of the foregoing, the right to take possession of the control of the payled of the payled

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and against Bank.

Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

successors and assigns. If more than one Debtor executes	secessors and assigns and shall bind Debtor's heirs, representatives, this agreement, their obligation shall be joint and several.
IN WITNESS WHEREOF, this agreement has been eve	cuted this 3rd day of June 19.75
They Bank of Walls, Miss. By July D Bis high	Former Devitt Kinary & wife, Betty Jean Kinary Former Davit Kinary Butty Jean Kinard
NOTE: Bank must also execute this deed of trust and secu	uity agreement if it is to be filed instead of financing statement.
STATE OF MISSISSIPPI COUNTY OF <u>DeSoto</u> This day personally appeared before me, the undersignamed. For rest Dewitt Kinard & wife	ned authority, in and for the State and County aforesaid, the within
who severally acknowledged that they	
above and foregoing deed of trust and security agreement of	he—she shoy) In the day and year therein mentioned.
Given under my hand and official seal, this the 32* STATE OF MISSISSIPPI	My Commission Expires: No Expire September 19, 19, 19, 19, 19, 19, 19, 19, 19, 19,
STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrumer 30 minutes A. M. 4 day of Justice of said County. Witness my hand and seal this the Sees 35.00 pd. SEAL A.	Public in and for the jurisdiction aforesaid, It was filled for record at 10 o'clock rds of REAL ESTATE TRUST DEEDS 4 day of June 1975. Legguson, CLERK

2 St. St. Boy

Person responsible of Tax Send Tax Notice to

Joseph G. Peeler Rt.#3, Box LB16 Hernando, Ms. 38162

Deed of Trust

THIS INDENTURE, this day made and entere	d into between . Joseph G. Peeler and
of the first part, hereinafter designated as the Granto	or, T. R. Smith, Party of the second part, hereinafter
designated as Trustee, and Hamilton First Ar	nerican Bank, Memphis, Tennessee of the third part, hereinafter designated as the
Beneficiary. WITNESSETH: That whereas the Grantor is j	ustly indebted to the Beneficiary in the full sum of

WITNESSETH: That whereas the Grantor is justly indebted to the Beneficiary in the full sum of Twelve thousand three hundred sixty nine and no/100---- (\$ 12.369.00) evidenced by a certain promissory note of even date herewith, made by the Grantor payable to the order of the Beneficiary at its office at 5384 Poplar Ave., Memphis, Tenn. or such other place as the holder of said note may from time to time designate in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment, with interest at the annual rate of 11.40 per cent, principal and interest payable as follows:

One principal note of even date, repayable in 84 monthly installments of \$147.25, first said installments being due on June 15, 1975 and one such installment on the 15 day of each month thereafter until debt is paid.

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebtedness together with any other indebtedness, that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the Trustee, the receipt of which is hereby acknowledged, the granter does hereby convey and warrant unto the said Trustee, the following premises, with the buildings and improvements

thereon, situated in Hernando . County of DeSoto . State of Mississippi, and more particularly described as follows, to-wit:

Property commonly known as Rt. 3, Box LB 16

Lot 16 Lambert Subdivision as recorded in Plat Book 7, pages 3, 4, and 5, and in revised Plat thereof in Plat Book 9, pages 6, 7, and 8, all being of record in office of Chancery Court Clerk, DeSoto County, Miss. Land situated Section 20, Township 3, Range 7 West.

Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof.

In consideration of the premises it is further agreed and stipulated between the parties hereto as follows:

- 1. Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon.
- 2. Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property.
- Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property.
- Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof.
- 5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent, per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.
- 6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at six per cent, per annum, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder.
- 7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits.
- 8. The covenants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns.
- 9. Beneficiary may without giving notice to the original or any successor trustee, or to the Granter herein, and without regard to the willingness or inability of any such trustee to act, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of the trust as are vested in the trustee as herein named.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable, without notice and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the Trustee, or any successor trustee, may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the Trustee, or any successor trustee, shall first pay the cost of advertising and making the sale; and secondly, he shall pay said indebtedness remaining unpaid, and any balance remaining in his hands shall be delivered to the Grantor, or to his proper representatives, agents or assigns. In case of such sale, the Beneficiary shall have the right to purchase said premises or any part thereof.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 15 day of May , 19.75.

RETURN TO: T. R. SMITH VICE PRESIDENT HAMILTON FIRST AMERICAN BANK P. O. BOX 1959 MEMPHIS, TENN. 38101

Joseph A Full

Shale, D. Fali Shirley M. Peeler

Tennessee STATE OF MASSASSIPA

COUNTY OF Shelby

This day personally appeared before me, the undersigned anthority, in and for the State and County aforesaid, the within named __Joseph G. Peeler and Shirley M. Peeler who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day / 70 and year therein mentioned.

Given under my hand and official seal, this the 15 day of May 19 75. ON Notary Public

My Commission Expires:

MY COMMISSION EXPIRES DEC. 20, 1927

STATE OF MISSISSIPPI, I certify that So minute A. recorded in Book 86 P of said County. Witness are hard and		filed for record 1975, and that th	at 10 o'clock
of said County. Witness my hand and	seal this the 4	day of ()	
Fees \$5.60 pd.	SEAL H. H.	Lergusor	

(Mississippi)

And Wife, Reba M	certain Deed of Trust	from	Samuel P.	Kemper
	rt E. Royal		Trust	ee, for the use and ben
of MEMPHIS-SHELBY COUNTY				, ds
April 30, 1971, an	d recorded in Book	128 , page	1 of th	e records of Mortgage
Deeds of Trust in the Office of the	Chancery Court Clerk o	f_ DeS	ohn	County, Mississippi, hav
been fully paid, the undersigned				
as lawful holder of the indebtedne holder of the indebtedness, hereby	ss or as Trustee in	said Deed of Tr	ust in accorda	nce with direction by
The Clerk of the Chancery Cou	et of the aforesaid Con-			
	and the second s	s said Deed of 11	net.	
IN WITNESS WHEREOF, the				
has hereunto set his ha	ind (or caused its	corporate name	signed hereto i	y and through its prop
officers duly authorized so to do), th	his the 27th. day of	May		19_75
	\sim	ST JE	R	0
	R	obert E. Ro	yal, Trus	Lee
			,	
STATE OF				
COUNTY OF				
Personally appeared before me,	the undersigned autho	rity in and for a	nid Sense and r	
Robert E. Roy				signed and delivered the
foregoing instrument on the day and	l year therein mention	ed and for the p	arpose therein	mentional
Given under my hand and seal th		May)	16	75
		J.,	1 12	0178
	6	Dell		Deur
fy commission expires: MY COMMISSION	EXPIRES NOVEMBER 22, 1970			K (BATON)
TATE OF				To Daniel
OUNTY OF				
This day personally appeared bef	ore, the undersigned a	uthority in and	for and one	
amed			for said State	and County, the within
				And
	nnd			, known to me to be the
spectively of				
TE OF MISSISSIPPI DESCH	COUNTY	a filled for	record a	n'elock
certify that the within minutes A. M. 4 de orded in Book 186 Page	ay of Que	1975, and	that the	same has been
orded in Book / 36 Page	32/ records	of REAL EST	TATE TRUST	DEEDS
itness my hand and seal	this the 4	day of	June	1975.
a 62.50 pd.	1/1	PA		1
	SEAL JULY	Jen	gusor	, GLERK
		(/	

ASSIGNMENT

FOR-AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Unifirst Federal Savings and Loan Association of Jackson, Mississippi , that certain Deed of Trust executed by

John A. Morgan and wife, Evelyn C. Morgan

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 4th day of April, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 473 in the Office of the Chancery Clerk of DeSoto County

Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 29,500.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 3rd day of June, 1975

WORTMAN & MANN, INC.

Thomas J. Tomokins, Vice President

ATTEST:

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 3rd June, 1975 c

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 4 day of June 1975, and that the same has been recorded in Book 186 Page 322 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 4

Fees \$2.50 pd.

THIS 20 DAY OF July 1984

2

This Indenture, made by and between Samuel P. Kemper and wife, Reba M. Kemper

party of the first part; Robert E. Royal
MEMPHIS-AREA TEACHERS' CREDIT UNION

party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real extrac situated in the County of DeSoto and State of Mississippi, to-wit:

Lots 4 and 6 in Jeffries Hills Subdivision, in the Northwest Quarter of Section 4, Township 2, Range 8, as appears on record thereof in Plat Book 2, Page 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 5,400.00 evidenced by the following promissory notes of even date herewith:

Promissory Note # V0-7217 , dated the 27th. day of May, 1975. Payable in 120 level payments. Each payment in the amount of \$68.42 per month, until paid in full. This Promissory Note shall bear interest and other charges at the rate of 3/4ths. of 1% per month on the unpaid balance until fully paid. First payment due and payable on the 5th. day of July, 1975. Borrowers have the right to prepay the above mentioned Note in whole or in part at any time without penalty.

and any further sums which the party of the third part, or any hidder or habters of the norm hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real entain, or any part thereof.

The party of the first part agrees to keep all of the trace and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay and taxes and assessments and the amounts to paid, with interest at the rate of eight per cent per annum from date of payment to date of reinforcement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to instart the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgager's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and remeal receipts therefor to said party of the third part. In case of the fallure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with insurest at the rate of right per cent per sensor from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness around hereby this conveyance shall be null and word and shall be released at his expense, but if said party of the first part shall fall to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fall to pay the taxes and special antennents on tail property prior to the date of sale thereof for delinquent taxes, or shall fall to pay all items due or account of insurance as provided hereis, then all of the indebtedness account fully empowers taid trustee, or any successor in trust, upon any such default to proceed to sell the property hereinshove described to pay the amount them due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is attented at the time of the sale, within legal hours, at public outery so the highest hidder for each, after the aroung trustee has given notice of the time, place and terms of said sale according to the lasts of the Seate of Ministroph governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as it made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or inturante on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 30 day of May , 1975

Statistics of the party of the first part, on this the 30 day of May , 1975

Reba M. Kemper

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TITLE			Pag	E.	day			Cou	6	RO.		Rei	S		Mi Mi
TLE INSURANCE is	3	WITNESS my had	duly recorded in Trust Deed Record	A B ANDERET	al dispersion	the County and State aforesaid, do relify that the within instrument of as filled for record in my office on the		STATE OF MISSISSIPPI	ophis=Area	Robert E. Royal		Reba M. Kemper	FR Samuel P. Ker	TRUST	SHAWAW SETT SOLIT SHAWAW
the only		WITNESS my hand and official seal, this	t Dead Record	at 15.25 Tolick B. M., and has been this day	A.D. 19. 25	County and State aforesaid, do hereby that the within instrument of writing and for record in my office on the	Aggregation of the second	Thei	Memphis=Area Teachers'	AO 33s	To	er	FROM Kemper and wife	DEEL .	MID-SOUTH TITLE COMPANY, INC. 12 SO, MAIN MEMPHIS, TENNESSEE
Cirrk. guarantoed		, ph		iis day	25	hereby seriting	Clerk	-	Credit	Trustee			life,	Ŭ	INC.
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minut rded i aid Co	es A. n Book unty. my han	184 184	Page Page	In I	of_	Jun	is o	F REA	L E	BIG E	nat.	tibe	Sem	n has	9

No. 10 14 Page 310
This the 15 day of Dec 19 75

Assemble of this Instrument Recorded In Section 186 Page 568
This the 17 day of Bure 19 25

not assessed . a.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 3rd by and between

day of June

1975

CONCESSED BY SUTHOBILIN RECORDED IN SOOK

PAUL J. ELCYZYN and wife, ANNA BELLE ELCYZYN

, hereinafter called the Grantor;
C. B. Henley , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi , having its principal office and post-office address at 161 E. Amite Street, in Jackson, Mississippi , hereinafter called the

Witnessers, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by the these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 265, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 12, Pages 16 and 17.

Together with RCA Whirlpool Range, model #RYE7700, serial #M42020824; Whirlpool Hood, model #RYH7630, serial #42468846; Whirlpool Disposal, model #SYD40, serial #F42057115; Whirlpool Dishwasher, model #SAU400, serial #F4284044; Whirlpool Furnace, model #FXB 47-105CW, serial #23771532; Whirlpool Air Condition, model #SXB39B, serial #H34066996; Improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgage herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition the realty, and are a portion of the security of the indebtedness herein mentioned;

Peal Estate To Book
No. 254 Page 582
This the 16 day of Jan. 1980
H. Y. Jerguson Jork

PE 252 Parg. P. 252 Por 29 Por 20 Por 20 Por 29 Por 20 Por

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Six Thousand Five Hundred & no/100 Dollars (\$ 36,500.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street, in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixty-One & 71/100Dollars (\$ 261.71), commencing on the first day of July 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June 19x 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without promium or for the annual tricking subject of the continuous of the annual of one installment, and continuous assistances as a subject of the continuous formula the credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 interest on the note secured bereby; and
 amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assess

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lieu of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointes shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At any

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authortion the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Granter further covenants and agrees that in case of a sale, as hereinabove provided, the Granter or any person in possession under the Granter, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferce thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Paul J Elcyzyn / Zaja

STATE OF MISSISSIPPI. COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Paul J. Elcyzyn
Anna Belle Elcyzyn , his wife, who acknowledged that the y delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 3rd day of June Commission expires: Notary Public

STATE OF MISSISSIPPI, DESCTO COUNTY Legertify that the within instrument was filed for record at _ o'clock 55 minutes A. M. 9 day of Sune 1975, and that the same has been recorded in Book 186 Page 325 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the day of

1975.

Pees 5.00

JAMES E. McGEHEE & COMPANY, INC., GRANTOR

PARTIAL RELEASE

W. B. GAY BUILDERS, INC., GRANTEE

For and in consideration of Ten Dollars (\$10.00) and oner good and valuable considerations, James E. McGehee & Company, Inc. does hereby release from the lien of that certain deed of trust given by W. B. Gay Builders, Inc. to James E. McGehee & Company, Inc. being dated October 23, 1972 and recorded in Trust Deed Book 149, page 465 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 99, Section A Revised, Lakewood Estates Subdivision as per plat thereof, recorded in Plat Book 11, Pages 1-3 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 23, Township 2, Range 7.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 27th day of May, 1975.

LAMES E. MEGEHEE & COMPANY, INC.

Notary Public

James E. McGehee, Jr., President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named James E. McGehee Jr., President of James E. McGehee & Company who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date theein mentioned as his free and woluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 27th day of May,

Ry Commission Expires:

n'elnek

2.50

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DS7 ORDER TO CLERK TO	CANCEL DEED	OF TRUST		Class C
				10
ATE OF MISSISSIPPI. DeSoro County.				
KNOW ALL MEN BY THESE PRE	ESENTS: That THE	HERNANDO BANK	A THE BE	
Hernando, Missi	ssippi	the beneficiary,	does hereby certify that a co	ertain trust deed
aring date the 7th day of A	ugust	19 74, made and execu	ned by R. G. WAGON	ER and wif
NNIE H. WAGONER, a/k/ NNIE MAE HENDRICKS W/ ne above named beneficiary, and record	AGONER		trustee i	CHATHAM,
ounty, in the State of Mississippi in				ge 300
I the Record of Trust Deeds, on the			A. D. 19. 74	
nd satisfied; and I do hereby authorize			oto	
ounty to enter satisfaction and certifica				n the records of
aid County also as provided by law.				
			RNANDO BANK	
			Theras &	3
		A. S. BALL	ARD, JR Pres	ident
				13 L
DeSeto County.				
		Notary	Public	
Personally came and appeared before and for County and State aforesaid				it he slimed and
(H+1111)			for and	on behalf NANDO BANK
			Bank to so do.	A. D. 1975
Given undercrivy hand and stal of			in M. Baile	
My Commission Expires Jan. 7, 197				
Tymme Co.		A. C.	PUBLIC	

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. P. 5 days Sume 1971, and that the same has been recorded in 12 186 as 330 mords of REAL PSTATE TRUST DEEDS

of sold County.

Withings Tr. Minute 1 1811 and 1811 and 1811 and 1815.

AUTHORITY TO CANCEL TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI You are hereby authorized and requested to enter satisfaction of and cancel of record a certain ____ Deed of Trust ____ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 184 of the Records of Deeds or Deeds of Trust in your office. Witness my signature, this the __20th_ day of __May 19 75 . WORTMAN & MANN, INC. Mortgage Loan Division Don Barkley, Exec Nice Pres. STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for said County and State, the within named ___ Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as ___his__ act and deed of said corporation, being duly authorized so to do. Given under my hand and official seal, this the 20th day of May , 19 75 My Commission Expires: By Commission Expert Am 27, 1976

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Le Ferguson

AUTHORITY TO CANCEL TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI You are hereby authorized and requested to enter satisfaction of and cancel of record a certain / Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 184 at Pages _ of the Records of Deeds or Deeds of Trust in your office. Witness my signature, this the 19th day of May 19 75 . WORTMAN & MANN. INC. Mortgage Loan Division Don Barkley, Exeg. Vice Pres. STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do. Given under my hand and official seal, this the 19th day of May , 19 75 . My Commission Expires: STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within increment was filled for record at 10 o'clock 30 minutes A. 5 day of Aure 1975, and that the same has been recorded in B 186 Page 332 Truds of REAL STATE TRUST DEEDS

2.50

	AUTHORITY TO CANCEL
TO THE	CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI
	You are hereby authorized and requested to enter satisfaction
of and	cancel of record a certain Renewal Deed of Trust executed
by Fir	rst Realty Building Corporation to Rowan H. Taylor, Trustee
Wort	tman & Mann, Inc. and recorded in Book 184 at Pages
173	of the Personal Co.
office.	or the Records of Deeds of Trust in your
19_75	Witness my signature, this the 19th day of May,
	WORTMAN & MANN, INC. Mortgage Loan Division
	BY: And Barkley, Exec. Vice Pre
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The Party of the P	
and for	Personally appeared before me, the undersigned authority in
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Executiv	said County and State, the within named Don Barkley
Executiv	ve Vice President of Wortman & Mann, Inc. a Mississippi
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AUTHORITY TO CANCEL TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed to Rowan H. Taylor, Trustee, by First Realty Building Corporation & Renewal D/T, Book 184 Wortman & Mann, Inc. and recorded in Book 175 & Renewal D/T, Page 175 of the Records of Deeds or Deeds of Trust in your office. Witness my signature, this the 20th day of May 19 75 . WORTMAN & MANN, INC. Mortgage Loan Division Don Barkley, Exec Vice Pres. STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do. Given under my hand and official seal, this the 20th day , 1975 My Commission Expires: My Commission Expline for 27, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY Leartify that the within increment was filed for record at 10 o'clock 30 pinutes A. M. 5 day of Sun 1975, and that the same has been recorded in made 186 Page 334 Pords of REAL ESTATE TRUST DEEDS recorded in Honk 186 Page 334 of said Count

1975, and that the same has been 339 reside of REAL ESTATE TRUST DEEDS

335

CANCELLED BY AUTHORITY RECORDED IN BOOK

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

WHEREAS.

N. MERRITT POWELL and CARROLL E. POWELL

19/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS; HEREINAFTER CALLED BENEFICIARY.

IN THE SUM OF_

FIFTY SIX THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE IST DAY D July

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDERTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE.

M. MERRITT POWELL and wife, CARROLL E. POWELL

HEREINAFTER CALLED GRANTON, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY HARRY F. BEACHAM THUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN __AS TRUSTEE, HEREINAFTER CALLED

DeSOTO

COUNTY, MISSISSIPPI, TO-WITE

DESCRIPTION ATTACHED

21 acres in the Southwest quarter of the Southwest Quarter of Section 21, Township 3, Range 7, described as beginning at a point 90 feet north of the southeast corner of the southwest quarter of said Section 21, Township 3, Range 7 in Walter Bolin's north line; thence North 5° 30' west 810 feet to the southeast corner of the 8.9 acre tract conveyed by Mrs. Ruth Kahlor, Grantor, to Johnny D. Hefley, et ux, Grantees, on the 18th day of October, 1967, and recorded in Book 72, Page 154, of the Land Records of DeSoto County, Mississippi; thence South 85° 30' west with said Hefley's south line 907 feet to the south cast corner of the Ralph Kahlor 4 acre tract as recorded in Book 47, Page 167; thence south 5° 30' east 105 feet to a point; thence south 85° 30' west 420 feet to a point in the west line of said Section 21; thence South 5° 30' east with the Section line 471.7 feet to the northwest corner of Martin's 2 acre tract as recorded in Book 57, Page 480; thence with Martin's north line North 84° 15' east 348.4 feet to an iron pin; thence south 5° 30' east 30' east 978.5 feet to the point of beginning, containing 21 acres, more or less.

The foregoing description is attached to and made a part of that certain mortgage executed by M. MERRITT POWELL et al., dated MAY 27, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 56,000.00.

Ment fall Signed for Identification Carrey E. Proces

IS. THAT THE FOLLOWING ARE AUTHORISED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED THUSTEE OR ANY SUDCEMBER OF AT ANY TIME ANY OF THEM MAY BO DESIDE. HAMELY. (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREATURER, OR SECRETARY OF SAID SERVERICARY. OR IS ANY PUTURE NOLDER OF THE INDESTEDICES SECURED HEREIN, THE SHALL NOT BE NECESSARY TO DETAIN THE CONSENT OF RESIDENTIAN OF THE ORIGINAL THUSTEE, OR ANY SUTURE NOLDER OF THE INDESTEDICES SECURED HEREIN THE SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. SHANTOR FURTHER COVERANTS AND ASSESS TO DETAIN AND CARRY CREDIT LIFE INSURANCE OF THE LIFE OF GRANTOR ANDIOR TO ASSIGN THE BENEFITS (BOTH CASH VALUE ANDIOR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY SENEPICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPONITED WITH AND ANY LOSS THEREUMBER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

HOW, IF GRANTOR SHALL PAY SAID INDESTEDINGS AND HEEP AND PERFORM ALL OF THE COVERANTS AND AGREEMENTS OF THIS DEED OF THUST, IT SHALL SECONS HULL AND VOID.

IF CHANTOR FALLS TO FAY WHEN DUE ANY SUMS SECURED MEREST ON SHOULD GRANTON TOR ANY ONE OF THEM FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIR, SECOND IMPROVERT, HE ADJUDICATED A BANKHUPT, OR MADE DEFENDANT IN A BANKHUPTCY OR RECEIVERDINF PROCEEDING, THEN, IN ANY BUCH EVENT, BENEFICIARY MAY, AT ITS OFTICE, DECLARE ALL INDERTEDRIES SECURED HEREIN INHEDISTRY OF AND PAYABLE AND THE TRUSTEE, AT THE REQUEST OF THE SENERICIARY SHALL SELL SAID PROPERTY ISTHER AS A WHOLE OR IN PARCELS AT THE REQUEST OF THE SENERICIARY SHALL SELL SAID PROPERTY ISTHER AS A WHOLE OF THE FERT OF THE SENERICIARY SHALL SELL SAID PROPERTY ISTHER FOR THE SECURED AND SELLING HEAL SENTED TO SATISFY THE INDESTEDRESS HEREIT SECURED AFTER SIVING HOTICE OF THE TIME PLACE, AND TERMS OF SAILS BY PUBLICATION IN SOME HEMSPAPER PUBLICIAND IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO HEWSPAPER PUBLICATION THEREIS, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE PAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING SCHEMAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE IS THE COUNTY OF SAID COUNTY FOR SAID TIME.

IN CASE THE MEAN ESTATE HEREIN DESCRIBED I OR COUNTIES A FORECLOSUSE SALE OF ALL OF SALD R PART THEREOF IS SITUATED, AFTER SIVING HOTICE OF	N BITUATED IN MORE THAN D EAL ENTATE WAY BE MADE IN	IE COUNTY, OR IN HOME THAN ONE J	UDICIAL DISTRICT OF A COUNTY
JULIEUAL BIRTHICT IN WHICH ANY PART OF SAID LAND	o Litta		
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BALANCE EMALE BE PAID TO THE GRANTOR OF PERSON		1	
WITNESS THE SIGNATURE OF GRANTO	t, THIS 27th	DAY OF MAY	7.15
		1. Menigo	alle
		Canaco E.	cowelf
STATE OF MISSISSIPPI.	1		
COUNTY OF DeSOTO	—∫		
BEFORE ME, THE UNDERSIGNED AUTHO	BRITY IN AND FOR SAID	COUNTY IN SAID STATE, THIS E	AY PERSONALLY APPEARED
M. MERRITT POWELI	and wife, CARROL	L E. POWELL	
WHO ACKNOWLEDGED THAT. THEY THEREIN MENTIONED.	SIGNED AND DELIVERE	D THE FOREGOING INSTRUMEN	T ON THE DAY AND YEAR
GIVEN UNDER MY HAND AND OFFICIAL	SEAL THIS 4th	pay of June	1075
A CONTRACTOR		06	110
(SEAL) 8-11-76		zage 2 k	vanith
MY COMMISSION EXPINES		Notary Publi	
STATE OF	-		
COUNTY OF	_}}		
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POR REAL ESTATE, CHATTEL OR SOTH

Grantors To { DEED OF TRUST	THIS INDENTURE, Made between N.C. Fergus	on and wife, Ch	or May arlotte M. Fergus	on, parties
Cyrus'L. Wingate, et ux, Beneficiary	WITNESSETS, That when	te and wife, Em	na Wingate, parti	of the first part, es the second part, the said part 165
(\$495.75) evidenced by the bearing interest at the r before May 1, 1976.	ate of 8% per annum	note of like ame from May 1, 19	ount and even dat 75, due and payab	e herewith, le on or
and association amount that the party of the a	neural-park may fountile the guesty-o	d the district during the ye	us 10 rot to sweet	
payment of the mine when dier Therefore, in paid by William F. Hagan burgained, and sold to the said Treater the following the products of every kind that the mider and working with or under many valuable, or came to	meing described property, located to the method property and of the collection of terms.	Trustee, the part	rd state of Minimippe, vin Al organic by ing the year 15	of the first part this day granted, the agricultural and thes the agricultural
Lot 14 in Magnolia Subdiv record in Plat Book 1, Pa Mississippi. Said lot be	vision in the Town o age 9, in the Office sing situated in Sec	of Hernando, more of the Chancer ction 18, Townsh	e particularly de y Clerk of DeSoto ip 3, Range 7.	escribed of County,
This is a second Deed of	Trust			
Should the Trustee at any time believe an session of said property and sell the same as her on or before the trustee as her shall take processing of said property, and after a	oforesaid -	in the first p	art paramotly pay the above at	tated undebtedness
sell the same at public auction, to the luglest bit shall be applied to the payment of said included of the first part. In case of failure at mability on	ider for cush, at such time and please and all costs incurred become	terms of anir, by advertise leev as he shall designate in oul if there he a surplus, sec	ment according to less in Det maid advertisement. The pea- b surplus shall be refunded to	etto County, shall ceeds of soid sale
Witness OUT signature S	the date written above.	N.C. Ferguson	10 angus	-
Nag. Ferguson and wif		guson	ergusonof mid Genny, (he within named
the school ledged that they signed a Chem under my liquid and official seal, this MY COMMISSION EXPIRES:	nd delivered the foregoing Deed of 30th day of M (SEAL)	" W.E.	Miller	47900
TATE MISSISSIPPIA DESOTO COUNTY.	b)_	Notary Public		- 39 GH
eposeth and south that he now the above named. THE OF MISSISSIPPI, DESC	and its a Country Wood	ATTITUDE OF THE PARTY OF THE PA	ang Deed of Trust, who, being	first dally search
0 9. 5	Aune	1975, and t	ecord at hat the same b E TRUST DEEDS	o'clock as been
Honest my hand had nea	A / Y	00	, man	1975.
2.50	1-7. ()	, Eller	usor	

939

Appointment of Successor Truster - Sales descent Recorded in Recorded in 8 01 208 Page 754 28_day of _____1970

Clerke addition of the

assumption agreement of this instrument Facurded in And GIT states love No. 199 Page 131 This tire 2 Tday of Agrice 1976

DEED OF TRUST

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Ernest Franklin Moody, Sr. and wife, Betty Catherine Moody Tom B. Scott, Jr., Trustee for Grantor, do hereby sell, convey and warrant unto Unifirst Federal Savings & Loan Assoc., who is hereby appointed Trustee with full power and authority to execute this trust, the following described property situated in DeSoto County, Mississippi, ta-wit: Lot 739, Section "D", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in plat book 9, pages 42 and 43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

IN TRUST, HOWEVER, and upon the following conditions, fo-wit:

WHEREAS, Grantor is Indibtrid to the Unifirst Federal Savings and Loan Association, Jackson, Mississippl, hereinafter designated

Twenty-eight Thousand Five Hundred and 00/100

Dollars 7:75 8.00 BCM evidenced by our certain promissory note of

even date herewith, bearing interest at the rate of 7.75 8.00 or per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is due without notice, at the option of the holder thereof, and providing for the payment of atternay's fees of ten per cent (10%), as produced in said note, on the amount thereof, principal and interest, if placed in the hand of an atternay's fees of ten per cent (10%), as producing due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

5 209.20 payable on the 1st day of July 19.75 and a like amount on he 1st day of each succeeding month until said indebtedness is fully paid.

At 515

CANCELLED BY AUTHORITY RECORDED ME MODE

In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due. I No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such ansourt as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy of policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said payments as for default in the payments of the original render the whole indebtedness her

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concurred is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its be their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, for, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendees of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as here-inabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or bis successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such

time, or times, at such place in DeSoto County, Mesissippi, as the Trustee may designate, at public auction, to the highest builder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; it being understood and agreed that the Association, or the holder of the indebtedness socured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable either before or after such advertisement, and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and atterney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same country, then the Trustee or any successor Trustee shall have full power, in case he is directed to execute this trust, to select in which country, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendess of the property hereby conveyed, immediate or stuccession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execuhereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option option in the event of any subsequent default.

TWENTIETH: Any right or privilege exercise as an extension of the indebtedness secured hereby, to exercise said TWENTIETH: Any right or privilege exercise said.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

S.C.

TWENTY-SECOND: The wife X instrument for the purpose of convey specifically any homestead interest the	KANSAGE of the aforesald ying, and does hereby con	Ernest Franklin	Moody has joined title, and interest in	f in the execution of the
TWENTY-THIRD: This Deed of 75-67-41 of the Mississippi Code oness upon the date for the maturity of				
WITNESS our signatures, this th	. 29th of M	accordance with said Section	175-67-41. 9 <u>75</u>	
Einest Franklin Mood	March St.	Setty Ca Betty gather	theune 7)(ine Moody	oxly
STATE OF MISSISSIPPI,				
COUNTY OF DeSoto				
Moody, Sr. acknowledged that they, and each of mentioned.	the undersigned authority.	in and for the State and C	ounty aforesaid, Err	nest Franklin
Given under Ony band and official				
My commission évaires: 9-25-78	seat, this the section	AB Bridge	forthe ?	. 19_7.5 Notary Public
STATE OF MISSISSIPPI,				
Personally appeared before me, the	ne undersigned authority,	In and for the State and Co.	inty aforesaid,	
signed and delivered the foregoing ins	trument of writing on the	d before me that	oned.	executed,
Given under my hand and official s				19
My commission, expires:				Notary Public
STATE OF MISSISSIPPI,				HOLLY PUSIC
COUNTY OF				
Personally appeared before me, the		and for the State and Coun	ly aforesaid, the within	named
STATE OF MISSISSIPPI, I	SOTO COUNTY			, personally known
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Witness my hand and se	SEAT.	A A	line	1975
	Diene /	61/5/11/1		

Lot 263, Sec. B- Holly Hills S/D - - Myers

STATE OF MISSISSIPPI COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated April 16, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee for the benefit of Bailey Martgage Company, and which instrument is recorded in Book 174, Page 101, in your office, same having been fully paid and satisfied.

EXECUTED this the	2	day of _	June	
	В	dley Mort	gage Cor	mpany
	В	y: Au Paul J.	Salvo, A	Zomptroller
ATTEST:		(
MUUUm (186				
William Cook, Vice President				

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, the Comptroller and Vice President, respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 2 day of June ...

1975.

Notary Public

My Commission expires:

My Commission Expires Oct. 31, 197

I certify that the within minutes A. M. S. or recorded in Book 186 Page of said County.	n instrument was file	for record at and that the sale ESTATE TRUST DE	o'clock me has been EDS
Witness my band and seal			1975.
Fees \$ 2.53 pd.	SEAL H. M.S	Eraum	Mana
	- A. 151 V.	Just	, utating

DEED OF TRUST

The undersigned convenants) that the undersigned has have exclusive and unconditional title to and pensession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said undebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outery, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county for if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not, and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor and each insurance company concerned is bereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies them in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required an obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by tail beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee not the beneficiary shall have no further obligation to pay taxes, or other vaid charges, or procure i

The Granter bereby assigns to the Beneficiary any and all rents on the premises covered bereby and authorizes the Beneficiary. By its agents, to take possession of said premises at any time there is any default to the payment of the debt hereby secured or in the performance of any obligation herein contained, and tent the same for the account of the Grantor, and to deduct from such cents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further commants and agrees that in case of a sale, as bereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be innants holding over and shall forthwith deliner possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(0) gave the provisions of Chapter 248, Laws of Minaissippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness bereity secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors berein assign to the beneficiary berein named, its successors or assigns, all rems and/or royalties accruing under said lease(s) until the indebtedness bereity secured is extinguished in full.

Grantors convenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene irrany suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses pand or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's items or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmonic property, or affecting the feeling of incurrence and all such costs and expenses, including but not limited to any and all cost, loss, damage or liability which it may exell suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey, the first purports to convey, the rights of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the astisfaction of such holder's attorneys, all objections and meet all this doed of trust or in the event of any such extent of such holder's automass, all objections and meet all this doed of frust is subtrefinate to any other deed of trust or lien of any kind, the hembiciary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or interestically due, and payable, or the hembiciary may perform any such defaulted covenant or agreement to the extent as the beneficiary may determine or pay any part of the indebtedness secured by any othe

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the properts herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptey court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptey, or should any proceedings be in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or justianticed by, the beneficiary bettern, prior to the payment of the above described note, irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation. Then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney in fact designated by him and such designation need not be filled for record.

The said beneficiary, its successors, assigns, oo legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successors or successors in place of the Trustee hereinabove named, or the successors of such Trustee, if from any cause the above named Trustee, or the successors of such Trustee, of such Trustee, shall not be present, able and willing to execute the trust granted hereunder of to act in the successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any course desired.

Witnesethy/Signature of the ander/applitantabout	ny manthand any taona ao	esir
Wang change Mulike	** *** *** *** **** *** *** *** *** **	
Witness.	Sandra J. Palmus	
Witness		
Witness		
STATE OF MISSISSIPPI		
COUNTY OF DeSoto		
THE PARTY OF THE P	e undersigned authority in and for the above styled jurisdiction, the within named I Jean Palmer ————————————————————————————————————	
Given under my hand and official seat, this the Ju-	ie 2 dayof A.D. 19 75	
	A. G. Foyd	
My commission expires: 4-30-78	FUBLIC	
MALTES		
I certify that the within sominutes A. M. 6 ds recorded in Book 186 Page 2 of said County.	nstrument was filed for record at 100 clock 1975, and that the same has been REAL ESTATE TRUST DEEDS	

Fees \$3.00 pd.

Witness my hand and seal this the day of

CANCELLED BY AUTHORITY RECORDED IN BOOK

Mheinegel Rushers Association Form No. 1 (Ravinet Dec. 1955) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

A. O. FOWLER,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and FIRST NATIONAL BANK, Southaven, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWO THOUSAND FIVE HUNDRED AND NO/100 - - - DOLLARS

(\$2,500.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten(10) per centum per ---- annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On Demand.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto.

State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

Property Description

Part of Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at a point in the South line of Brookhaven Drive 140 feet East of the East line of U. S. Highway No. 51 at the Northeast Corner of the Texaco Oil Co. property; thence South 175 feet to a point at the Southeast Corner of the Texaco Oil Co. property; thence East 60 feet to a point in the West line of the Church of Christ property; thence North 175 feet to a point at the Northwest Corner of the Church of Christ property and in the South line of Brookhaven Drive; thence West along the South line of Brookhaven Drive 60 feet to the Point of Beginning.

Together with all the hereditaments and appurtenances thereunic appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indubtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of anid note or notes, be and become at once due and payable, and the trustes herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to sails ty the indebtedness aforesaid then unpaid. Such saic shall be made by a trium notice of the lime, place and terms of anic as required by Section 888 of the Missishppl Code of 1942 and amendments if any thereto, and the trustee shall make deed to the pur

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the granter. Each insurance company involved is bereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the honeficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness occured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of compotent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax said if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance in placed shall, with respect to such insurance premiums, be conclusive evidence as between the partie

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor hardin, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the heneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4 day of June, 19 75.

STATE OF MISSISSIPPI. COUNTY OF DESUTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named A. O. FOWLER, who savarany acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 4 day of My Commission Expires: My Commission Expires May 5, 1979

My Commission Expires May 5, 1979 PUBLIC (SEAL)

STATE OF MISSISSIPPI, DESCRE COURTY I certify that the within instrument was filed for record at 10 o'clock ma minutes a M. to day of June 1975, and that the same has been recorded in Bhot 186 Page 345 records of REAL ESTATE TRUST DEEDS

5.00 The House of the June 1975. 5.00

Mississipp) Bankers Association Form No. 1 (Revised Dec. 1955) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

James A. Jones and wife, Alice G. Jones, Florence M. Jones and Thomas W. Jones, Sr. and wife, Aurelia B. Jones

of the first part, hereinafter designated as the Grantor.

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi,

of the third part, hereinafter designated as the Beneficiary.

Polar Kraft Manufacturing Company, Inc.

WITNESSETH: That whereas the Granton is justly indebted to the beneficiary in the full sum of

(\$ 350,000.00) evidenced by a promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 64 and 104 per centum per

nnum a

date , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

In monthly installments of \$5,409.00 each, commencing $\sqrt{\text{Unc. 281}}$, 1975 with like installments due on the 28° day of each month thereafter for 84 consecutive months and with the balance, if any, due and payable on or before seven (7) years from date of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in DeSoto County, Mississippi

State of Mississippi, and more particularly described as follows, to-wit:

PARCEL I. BEGINNING at an iron pin in the North line of Prisco Railroad right of way 1596 feet Southeasterly from the intersection of the North line of the railroad and the North line of Section 34, Township 1, Range 6 West; thence North 4 degrees 12 minutes West 220 feet to an iron pin to a point of beginning; thence North 87 degrees 25 minutes East 364.8 feet to an iron pin; thence North 4 degrees 20 minutes West 125 feet to an iron pin; thence South 87% 25' West 365 feet to a point; thence South 04 degrees 12 minutes East 124.7 feet to the point of beginning containing 0.938 acres, more or less.

PARCEL II. BEGINNING at Southeast Corner of the Aurelia B. Jones lot, as recorded in Deed Book 82, Page 169, Chancery Clerk's Office, Hernando, Mississippi; thence North 88 degrees 11 minutes East 45.07 feet to Southwest Corner of the Nichols lot; thence North 84 degrees 45 minutes East along

Convicts Ministry Balkery Association

CANCELLED BY ASSISTANCE IN BOUR 332 PAGE 724

H & FULLIANT CLERK

Said Nichols South line 114.5 feet to the Southwest Corner of the Henley lot; thence North 79 degrees 02 minutes East along the South line of said Henley lot 105.26 feet to Southwest Corner of the Hall lot; thence North 39 degrees 17 minutes East along South line said Hall lot 105.36 minutes to South Corner; thence South 0 degrees 48 minutes East 538.0 feet to an iron pin; thence South 87 degrees 20 minutes West 364.1 feet to an iron pin in the East line of the Murphy Products tract; thence North 1 degree 15 minutes West along said Murphy Products East line 415.41 feet to the point of beginning and containing 4.46 acres, more or less.

PARCEL III. BEGINNING at a point in the South line of U. S. Highway 78, said point being 627 feet East of the intersection of the East line of Blocker Avenue with South line of said Highway, said point also being North 4041 feet and 2703.5 feet East from Southwest Corner of Section 34, Township 1, Range 6 West; thence Southwest at an angle of 101 degrees with said Highway 209 feet to a point; thence Northwest parallel with said Highway 209 feet to a point, said point being J. C. Hudson's southeast corner; thence Northeast 208.1 feet to point in South line of said Highway; thence Southeast with South line of said Highway 198 feet to point of beginning, and containing .95 acres of land, in Section 34, Township 1, Range 6 West, Olive Branch, DeSoto County, Mississippi.

This deed of trust on the above described property is given and granted by parties of the first part as partial security for guaranty agreements assigned by the undersigned to the Bank of Mississippi and Small Business Administration to make a participating loan to Polar Kraft Manufacturing Company on this day in the personal sum of \$350,000.00. This deed of trust is given on the condition that it will be released upon full payment of said indebtedness to Bank of Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the torms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of promiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the profection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the indebtedness aforesaid then unpaid. Such sais shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then such event a declaration of default to the trustee, and a r

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of blississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts ascured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property haured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redoem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redoeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or insurance linearance premium and/or taxes, the receipt of an agent of the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of the same and or the insurance premium, be conclusive evidence as between the parties to this conveyance of the amount and validity of said taxes or as

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

The HOLE	nature of the granter this the 2 8th day of 5-1,1975.
Alice G. Jones	Thomas W. Jones, Sr.
Plorence M. Jones	Aurelia B. Jones
	Apres OC One_
STATE OF MISSISSIPPI, COUNTY OFDESoto	James A. Jones
This day personally appeared before me, the u	illiderale and authority to and a state of

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Thomas W. Jones, Sr. and wife, Aurelia B. Jones; James A. Jones and wife, Alice G. Jones and Florence M.Jones he severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2 8 44	de la la	
		19 75
My Commission Expires: 5-4-77	1 an 1 94	Fib line of sa
		vofts thans

STATE OF MISSISSIPPI, DESCRE	COUNTY		
recorded in Book 186 Page 34 of said County.	8 records of REAL	and that the same ESTATE TRUST DEED	has been S
Witness my hand and seal th	is the 6 day of	Auno	1975.
Witness my hand and seal the	,1 10gg	Jeigus On.	Clerk

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

WHEREAS, Thomas W. King Jr. and Wife Shirley A. King

are justly indebted unto Money Mart Inc. of Olive Branch, Miss party of the second part, in the sum of

5,047.97) as evidenced by a promissory note, dated 30th day of May

and due and payable in 36 installments of \$350 140,00 each beginning July 5, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity atter indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to part thereof,

NOW THEREFORE, _ hereby sell, convey, and warrant unto Jim Amas of Olive Branch, Miss. os Trustee, the

following described real property situated in ______ Described County, State of Mississippi,

The land lying and being situated in Desoto County, Missis ippi, described as follows, to-wit: Part of Lot 2 of Coleman Subdivision in Section 24, Township 1 South, Range 7 West, DeSoto County, Mississippi as shown by plat of record in Plat Book 7, Page 17, Chancery Clerk's Office, DeSoto County, Mississippi and being more particularly described as teginning at the Southeast corner of said Lot 2 of Coleman Subdivision; thence South 86 degrees 45 minutes 10 seconds West along the North side of ColemanRoad a distance of 225 feet to a point; thence North 5 degrees 45 minutes 10 seconds East 225 feet, more or less, to a point in the West side of Nancy Drive; thence South 5 degrees 40 minutes 40 seconds West 193.6 to the point of beginning.

X 41 minutes West a distance of 193.6 feet to a point; thence North 86 degrees

TO HAVE AND TO HOLD, the eforedescribed real estate, together with all the hereditaments and appurtenances thereunto belong wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the do hereby covenant with the said party of the second part, its successors and assigns, that they are iswfully seized in fee of the cribed real estates that they have a good right to sell and convey the same; that the same is unincumbered.

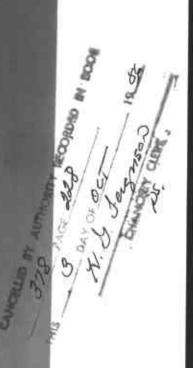
Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conserved a

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in Desoto.

County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks notice of the time, place and terms of said sale by advertisement in some

newspaper published in DEROTO County Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county and shall, out of the proceeds of said sale pays first all costs and sapenses of making said sale, including a reasonable Trustee's fac therefor and sast, the entire amount of the indebtedness at that time owing to the beneficiery herein by the grant-or(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor falls to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.



					111
The following are abthorized to select and substitute and sire, namely: (1) the beneficiary herein. (2) if there be me on any part hareof. It shall not be necessary to obtain the place, and any such appointed, who may be an agent any		titule 10 years of them, o	or (3) any future holder	of the indebtedness sec	m may so de- tured hereby,
The state of the s		CHARLEST THEIR NAVE	full and sole power as	* appointing another t fristee herein.	ITValue in his
WITNESS Signature(s), the WITNESSES: O	is the $30{ m dc}$	oy of h	ny		100
Dri Sullani					
0		She	Tenten O	Onn F	lina
		Then	ner wit.	era F	0
STATE OF MISSISSIPPI		7		10	
County Of De State					
Personally appeared before me	the undersigned	outhority in a	nd for the abo	e named coun	ty and
state, the within named, Shiple	y Awad	Thomas	s w.K	~ y 91	_, who
acknowledged before me that Hy			and foregoing	instrument of	writing
on the day and date therein mentioned				107	
Given unto my hand and official	seal, this the	_ 2 O day of ∼	-m	7 - 79	81
MY COMMISSION EXPIRES:	123/77	Ja.	V.,	00	The state of
STATE OF MISSISSIPPI	7	7 r~	NOTARY PUBL	ic	Mg-
County Of	U				
Personally appeared before me t	he undersigned	outhority in an	d for the abov	e named count	y and
state, the within named				subscribing with	
to the foregoing Deed of Trust, who bei	ing first duly sw	orn, deposeth an	d saith that he	saw the within r	named
		, whose name	(s) (is) (are) sub	scribed thereto	sìgn,
seal and deliver the same to the said		COTE	and th	at he, this depo	onent,
subscribed his name as a witness theret on the day and year herein named.	o in the presenc	e of the said			_
Swarn to and subscribed before n	ne this the	doy of_		., 19	
MY COMMISSION EXPIRES:					
			NOTARY PUBLIC		
Trustee	8	Trues	2 ± 1	Single Si	o l
STATE OF MISSISSIPPI, DESC	4 18	1 2		- i	
I certify that the withi	n instrumer	t was file	d for reco		
TO BESIDELLE	THE RESERVE TO SERVE		TOT TECO	LU BE IV	o'cloc
I certify that the within recorded in Book 186 Page	351 red	irds of REA	, and that	the same	has been
or said County	301 Keda	rds of REA	L ESTATE T	the same RUST DEEDS	has been
Witness my hand and seal	301 Keda	rds of REA	L ESTATE T	the same RUST DEEDS	has been
Witness my hand and seal	301 Keda	rds of REA	L ESTATE T	RUST DEEDS	1975.
or said County	301 Keda	rds of REA	L ESTATE T	RUST DEEDS	1975.

Mississippi Bankers Association Form No. I (Rayland Dec. 1935) I.A.N.D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between James I. Moore

of the first part, hereinafter designated as the Grantor,

William W. Ballard

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

of the third part, hereinafter designated as the Beneficiary.

(\$ 1,661.04) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per century.

Maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and payable in 24 equal monthly installments of \$69.21 with the first installment due and payable on or before July 5, 1975, and one of said monthly installments due and payable on or before the 5th day of each consecutive month thereafter until all of said indebtedness shall be paid in full, with interest from maturity at 10%.

This trust deed is issued in renewal and extension of a prior trust deed in favor of The Hernando Bank dated February 25, 1972 and recorded in Book No. 139, Page No.255, Real Estate Trust Deed Records of DeSoto County, Mississippi on March 3, 1972.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit: LOCATED AND SITUATED IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI:

BEGINNING at a point 2047.4 feet East of the Northwest corner of Section 19, Township 2 South, Range 8 West, which point is in the center of Star Landing Road; thence South 84° 40 minutes West along the center of said road 54.94 feet; thence South 30° 40 minutes East 249.44 feet; thence South 5° 20 minutes East 310.44 feet; thence North 84° 40 point of beginning, containing 2.00 acres. The directions are magnetic.

Copyright Mississippi Bankers Association

CANCELLES BY AMENDRITY RECORDED AN ARRAY

210 PAGE 627

THIS 22 DAY OF April 1922

H. S. Jusque

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the mid land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or note ascured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be nutl and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 88% of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Herend. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure and insurance or he paying said taxes or assessments or in redeeming said property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax saie, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be doe and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which eaid insurance is placed shall, with respect to such insurance premium has be conclusive evidence as between the parties to this conveyance of the amount and

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4thday of June Homes I Blow James I. Moore STATE OF MISSISSIPPI. COUNTY OF This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named James I. Moore who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given under my hand and official seal, this the All.

My Commission Expires Jun. 7, 1978 STATE OF MISSISSIPPI, DESOTO COUNTY A. minutes & M. 6 day of June 1975, and that the same has been recorded in Book (26 Page 353 records of REAL ESTATE TRUST DEEDS

of said County.

5.00

ditness my tand and seal this the 6 day of SEAL H. G. Fergusor, CLERK

		Class
STATE OF MISSISSIPPI, DeSoto County.		
KNOW ALL MEN BY THESE PRESENTS: That_ of Hernando, Miss.	The Hernando Bank	
bearing date the 14 day of April	the beneficiary, does hereb	
	19 75 made and executed by	Betty Jo Coleman
of		The Hernando Bank
the above named beneficiary, and recorded in the office	of the Chancery Clark of DeSoto	
County, in the State of Mississippi in Real es	tateTrust Deed Record No	185 on page 2
of the Record of Trust Deeds, on the 15	by of April .,	D. 19. 75., is now fully pa
The Hernando Bank does and satisfied; and XXX hereby authorize the Clerk of the t	Chancery Court of said. DeSoto County	
County to enter satisfaction and certificate of payment in to	ull upon this said instrument and that this order	t has permented to all
said County also as provided by law. This 5th day	of June, 1975	III the records o
	THE HERNANDO BANK	
	A. S. BALLARD, PRESTOR	<i>}</i> /
	A. S. BALLARD, PRESIDE	NT
DaSoto County.		
Personally came and appeared before me, the undersig	ned authority E. P. Barbee, Notary	-Public
and for County and State aforesaid A. S. Bellard,	Jr., President of The Hernand	lo Bank
thursed the above and foregoing instrument on the day a	who acks	owledged that he signed and
diversed the above and foregoing instrument on the day at of Baid This Hernando Bank after first Given under my here and seal of office this.	being duly authorized and empo	the act and deed wered to do so.
	ony of June	A. D. 19. 75
Commission Expires AN. 7,7278	Notate Police h. bare	lce
	Hide-permanogo pygge	
	(144)	
certify that the within instrument of the Book 186 Page 356		at 10 o'clock ne same has been
tness my hand and	KEAL ESTATE TRUS	T DEEDS
tness my hand and seal this the	6 day of June	1975.
2.50 pd	1 14 4	,
SEAL &	1. 11/2 100	

V.

ASSIGNMENT OF DEED OF TRUST

For value received the Deed of Trust from Carlton W. Brown and Anne A. Brown to Betty Jo Codeman, dated January 24, 1975, recorded in Book 183, Page 33, in the office of the Chancery Court Clerk of DeSoto County is assigned, transferred, and delivered to A. B. Coleman, Jr. and the Chancery Clerk is authorized to record this assignment and make a notation upon the margin of said deed of trust.

Witness my signature this the 5th day of June, 1975.

STATE OF MISSISSIPPI

County of DeSoto

This day personally appeared before me the undersigned authority in andfor said County and State, the within named Betty Jo Coleman acknowledged that she signed and delivered the above and foregoing instrument on the date and day therein mentioned as her free and voluntary act and deed and for the purpose otherein expressed.

Given under by hand and official seal this the 5th day of June, 1975.

My (Sammirelet Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 357 June 1975, and that the same has been REAL ESTATE TRUST DEEDS of sald County. Witness my hand and seal this the 6 250 04

Person responsible of Tax Charles Glenn Holliday Send Tax Notice to Rt.#3, Box LB-3 Hernando, Ms. 38632

Deed of Trust

THIS INDENTURE, this	day made and entered into between	Charles G.	Holliday, and
Wife, Alice Paye	Holliday, Parties		

of the first part, bereinafter designated as the Grantor, T. R. Smith, Party

of the second part, hereinafter

designated as Trustee, and Hamilton First American Bank, Party

of the third part, hereinafter designated as the

Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the Beneficiary in the full sum of Nine thousand four hundred sixty five and 96/100---- (\$ 9.465.96) evidenced by a certain promissory note of even date herewith, made by the Grantor payable to the order of the Beneficiary at its office at 5384 Poplar Ave., Memphis, Tenn. or such other place as the holder of said note may from time to time designate in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment, with interest at the annual rate of 11.37 per cent., principal and interest payable as follows:

One principal note of even date, repayable in 84 monthly install-ments of \$112.69 first said install ment being due on June 15, 1975 and one such installment on the 15 day of each month thereafter

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebted-ness together with any other indebtedness, that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the Trustee, the receipt of which is hereby acknowledged, the granter does hereby convey and warrant unto the said Trustee, the following premises, with the buildings and improvements

thereon, situated in Hernando County of DeSoto Mississippi, and more particularly described as follows, to-wit: State of

Property commonly known as Rt. 3, Box LB 3
Lot 3 of Lambert Subdivision as recorded in Plat Book 7, Pages 3, 4, and 5 and in the revised plat thereof in Plat Book 9, Pages 6, 7, and 8 all being of record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof.

In consideration of the premises it is further agreed and stipulated between the parties hereto as follows:

- Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon.
- 2. Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property.
- Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property.
- Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof.
- 5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent, per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.
- 6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at six per cent. per amount, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder.
- 7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits.
- 8. The covenants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns.
- 9. Beneficiary may without giving notice to the original or any successor trustee, or to the Grantor herein, and without regard to the willingness or inability of any such trustee to act, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of the trust as are vested in the trustee as herein named.

360

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable, without notice and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the Trustee, or any successor trustee, may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the Trustee, or any successor trustee, shall first pay the cost of advertising and making the sale; and secondly, he shall pay said indebtedness remaining unpaid, and any balance remaining in his hands shall be delivered to the Grantor, or to his proper representatives, agents or assigns. In case of such sale, the Beneficiary shall have the right to purchase said premises or any part thereof.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 20 day of May , 19 75.

RETURN TO: T. R. SMITH VICE PRESIDENT HAMILTON FIRST AMERICAN BANK 1 D BOX 1959 MEMPHIS, TENN. 38101

Charles G. Holliday

Alice Page Holliday

Tennessee STATE OF MISSISSIEM COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles G. Holliday and Alice Paye Holliday who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20 day of May , 19.75

MY COMMISSION EXPIRES DEC. 20, 1977

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 358 fecords of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 6 day of fuce 1975.

Fees \$ 6.60 pd.

SEAL HALL STATE TRUST DEEDS

4.5

CANCELLED BY ASTROCITY DECORPS SI SOCI 259 PAGE 48 N. 1.

DEED OF TRUST

THIS DEED OF TRUST is made this S day of June
Grantor, -----WILLIE B. HILL and wife, LAVITA 6)1

Lot 8, Section B, Melwood Subdivision in Section 20, Township 1, Range 7, as shown on the recorded plat of said subdivision in Plat Book 6, Page 40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Togermen with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together

deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Szoure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of _______Pifty_Pive_Thousand_______Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ______July 1, 1995_____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FREMC-11/71-1 to 4 Family

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest. on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments insurance are received and taxes. I lander shall make an experiment of the funds to pay said taxes, assessments insurance are received. shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional to the Funds and the purpose for which each debit to the Funds was made. tional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up

the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or furfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be

paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit. Borrower shall perform all of Borrower's obligations under the declaration of condominium. or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act bereunder. any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

3. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed some of this Deed of Trust at the time of

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of cution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. expiration of such period, Londer may, without further notice or demand on Borrower, invoke any remodies permitted by paragraph 18 hereof.

Now-Uniform Courachyrs. Borrower and Lender further covenant and agree as follows:

18. Acceleration shanedirs. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Secretarion shall mail notice to Borrower in the Deed of Trust, Lender prior to sure such breach; (3) a date, not ices than 30 days from the graph 14 hereof specifying. (1) the back; (2) the action required be sured; and (4) that failure to cure such breach and the notice is mailed to Borrower, by which such breach in a secretary result in acceleration of the cure such breach and a secretary result in acceleration of the cure such preach and (4) that failure to cure such breach and the notice is mailed to Borrower, by which such breach must be sured; and (4) that failure to cure such breach and the notice of the such as a secretary result in acceleration of the cure such breach and only into the such as a secretary of the such as a secretary result in acceleration of the cure of the such such as a secretary result in acceleration of the cure of the such as a secretary result in acceleration of the cure of the such such as a secretary result in acceleration of the such such as a secretary of the such such as a such such as a secretary of the such as a such such as a secretary of the such as a such as a such such as a such as a such as a such as a such as a

In Witness Whereof, Borrower has executed this Deed of Trust.

Williah Hill LaVita C. Hill (also known as Star Route, Box 66-C. Southaven, Mississippi Property Address

Personally appeared before me, the undersigned authority in and for said County and State, the within named that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the State day of day of A.D., 1975.

My Commission expires:

of Commission Expires Maria 2/1975

STATE OF MISSISSIPPI, DESOTO COUNTY

STATE OF MISSISSIPPI	, DESOTO COUNTY	
30 minutes P. M. recorded in Book 186 of said County	6 day of Account was filed for record at 1975, and that the	o'clock
	seal this the 6 day of	
Fees \$ 5.00 pd	1 10 1 June	1975,
a de de viare de	SEAL H. J. Teraum	1

DEED OF TRUST

THIS DEED OF TRUST is made this 5th day of June Grantor, Kenneth W. Pryor and wife, Toni G. Pryor	, 1975 , among the
Frank A. Riley and the Beneficiary, Rank of Mississippi organized and existing under the laws of Mississippi P. O. Drawer 789, Tupelo, Mississippi Boksowes, in consideration of the indebtedness herein recited and the trust	, whose address is (herein "Lender").
grants and conveys to Trustee, in trust, with power of sale, the following described proof DeSoto State of Mississippi	operty located in the County

Lot 2, Section B, Holiday Hills Subdivision, being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi, said plat of subdivision appearing of record in Plat Book 11, Pages 11 and 12 in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is herein made.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures

such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the lessehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Four Thousand Seven Hundred PirtyDollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on __July_1, 2005 _____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-PHIMC-12/71-1 to 4 Family

CANCELLED BY AUTHORITY SECOSES IN 8009 355

CANCELLED BY AUTHORITY REC

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

cipal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insuranced or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance pre

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositious attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hexard Insurance. Borrower shall been the improvement of such lien in, legal proceedings which operate to

5. Hozord Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be when due, directly to the insurance carrier.

All insurance policies and recoveries the state of the state of

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property of the proceeds at Lender's option either to restoration or repair of the Property of the lender and apply the insurance proceeds at Lender's option either to restoration or repair of the Property of the lender and apply the insurance proceeds at Lender's option either to restoration or repair of the Property of the lender and apply the insurance proceeds at Lender's option either to restoration or repair of the Property of the lender and apply the insurance proceeds at Lender's option either to restoration or repair of the Property of the lender and shall include a standard mortogener in the lender and shall include a standard mortog

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of acquisition shall pass to Lender.

5. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearence by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.
- 15. Uniform Deed of Trust Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's release Borrower from all obligations under this Deed of Trust and the Note.

 If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

I have the right to have any proceedings begun by Leader to enforce this Deed of Trust discontinued at any time prior to sale in Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing Deed of Trust if (a) Borrower pays Leander all sums which would be then the under this Deed of Trust, he Note and notes ring Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreement and discontinued in this Deed of Trust and in enforcing Leander's and Trustee's in preing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Leander's and Trustee's edies as provided in paragraph is bereof, including reasonable attorney's fees; and (d) Borrower takes such action as Leader reasonable require to assure that the lieu of this Deed of Trust. Leader is interest in the Property and Borrower's obligation to the sums secured by this Deed of Trust shall contains unsimpaired. Upon such payment and cure by Borrower, this Deed of and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Henix Appeintment of Beceiver, Leader in Possession. As additional security hereunder, Borrower hereby gas to Leader the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph is hereof or alongment of the Property have been deed and payable.

Upon seccleration under paragraph is hereof er alongdement of the Property, Leader, in person, by agont or by judicially content receiver shall be entitled to enter upon, take passession of and manage the Property and to collect the rents of the porty including those past the. All rents collected by Leader or the Receiver shall be applied first to payment of the costs of angenient of the Property and collection of rents including but not limited to receiver shall be liable to account a for those rents actually received.

21. Future Advances. Upon paym

In WITNESS WHENEOF, Borrower has executed this Deed of Trast Kenneth W. Vyor Kenneth W. Pryor Drie G. Pryor Borrower STATE OF MISSISSIPPI, Personally appeared before me, the undersigned authority in and for said County and State, the within named Kenneth W. Pryor and wife, Toni G. Pryor who see the Y signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 5 day of June A. who acknowledged

My Commission expires:

March 3, 1976

STATE OF MISSISSIPPI, DOSOTO COUNTY certify that the within instrument was filled for record at 1 o'clock and 30 minutes 3: M 6 day of 2000 1925 and that the

some has been recorded in Book No	
STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was fill 30 minutes P. M. 6 day of June 197 recorded in Book/86 Page 365 records of RE. Witness my hard	AL ESTATE TRUST perme
Fees \$ 5.00 pd.	Terauso CLERY

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of June Grantor, LARRY G. JACKSON AND WIFE, CAROLYN H. JACKSON 19.75 , among the (herein "Borrower") Tom B. Scott, Jr. and the Beneficiary, Unifirst Federal Savings & Loan Association of Jackson , a corporation organized and existing under the laws of the United States of America , whose address is P. O. Box 1571, Jackson, Mississippi, (berein "Lender").

Boxnower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably (herein "Trustee"). grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto State of Mississippi: . State of Mississippi:

> Lot 9 in Section A of Pleasant Hill Estates Subdivision as shown on plat appearing of record in Plat Book 11, Pages 4-8 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2 South, Range

Togerhus with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FRLMC-12/71-1 to 4 Pamily

CANCELED BY AUTHORITY RECORDED IN BOOK

234 PAGE 658

B DAY OF Dec. 1978

CHANCERY CLERK

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of whielf are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said faxes, assessments, insurance premiums and ground rents, shall exceed the amount of the Funds held by Lender, together with the future monthly installments of Funds, at Borrower's opt

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall in good faith contest such lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall been the interest of any part thereof.

5. Hozard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is not economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower of if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's outlooper of the restoration of the restoration of the property is abandoned by Borrower of the proceeds at Lender's outlooper of the restoration o

offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender. acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection

cause therefor related to Lender's interest in the Property.

3. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortivation of the

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. For begroupes by Lender Not a Weiger.

11. Forbedronce by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights bereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraphs 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. Borrower's Corry. Borrower shall be found by the formula to the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recognition hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any grower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed eleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; which breach (2) a data not be the stance of the stanc In Werness Whereor, Borrower has executed this Deed of Trust. Carolyn A Jackson -Borrower Property Address STATE OF MINSUSIFFI, COUNTY ES: My Commission expires: Notary Public March 3, 1976 STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at _______o'clack and _30 minutes _

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det 365 0/B STATE OF MISSISSIPPI COUNTY OF DESCTO For value received, FIRST NATIONAL BANK OF MEMPHIS GOVERNMENT NATIONAL MORTGAGE ASSOCIATION all its right, title and MORGAN, Roy D. and wife Jamie M. Morgan on the 17th day of April , 19.75 and recorded in BOOK 185 page 141 , together with the debt secured thereby, and all In witness whereof, Assignor has executed this instrument this 27th FIRST NATIONAL BANK OF REMPHES Before me, Mary C. Utterback , a Netary Public within and for the State and County aforesaid, personally appeared Doyle W.

Bradsher , with whom I am personally acquainted, and who, upon oath, acknowledged kimself to be Vice President of the FIRST NATIONAL BANK OF MEMPHIS , the within named party, a corporation, and that he as such Vice President , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President Witness my hand and seal at office, this 27th day of May , 19 75 . commission Expires: My Commision Expires Sept. 27,1976 This instrument was prepared by: Many C Utterfack Address:165 Madison Avenue

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock The minutes A. M. & day of June 1975, and that the same has been recorded in Book 186 Page 373 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 6 day of 746 2.50 pd.

STATE OF MISSISSIPPI, DeSate County. } 15.	
KNOW ALL MEN BY THESE PRESENTS: That Bank of	Mississippi
of Olive Branch, Mississippi	the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of June 19	4 made and executed by James A. Carson and
wife, Loraine D. Carson of DeSoto County	to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chance	rry Clerk of DeSoto
County, in the State of Mississippi in Land	Trust Deed Record No. 176 on page 535
of the Record of Trust Deeds, on the 19th day of	fune . A. D. 19_75_, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Co.	of said DeSoto
County to enter satisfaction and certificate of payment in full upon this	said instrument and that this order be recorded in the records of
taid County also as provided by law.	
	Bank of Mississippi
	Stor of Din
	A cerry , xmy
STATE OF MISSISSIPPI, DeSoto County.	
	De 24 20
Personally came and appeared before me, the undersigned author	" Dime I, smith"
in and for County and State aforesaid. NEVEL	who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for	the purpose therein mentioned.
Given under my hand and seal of office this	dry of June 1975
107	Soll, L. Hollowell
	My Commission Expires Feb. 3, 1979
Total Desires	
"A Michael	

PARTIAL RELEASE

cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, NATIONAL MORTGAGE COMPANY does hereby release from the lien of the Deed of Trust given by

W. L. MOSELEY and wife, PATSY H. MOSELEY, for the benefit of National Mortgage Company which Deed of Trust is dated November 1 , 1971, and recorded in Deed of Trust Book 135, Page 131 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 864, Section "B", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Page 13, in the Office of the Chancery Clerk of said county; and being more particularly described as follows:
BEGINNING at a point in the Westerly line of Briarwood Drive a distance of 860.23 feet (produced) from the Southerly line of Goodman Road; thence continuing Southwardly along the Westerly line of Briarwood Drive a distance of 70.00 feet to a point; thence Westwardly a distance of 130.00 feet to a point; thence Northwardly a distance of 61.64 feet to a point; thence Eastwardly a distance of 130.00 feet to the Point of Beginning;

In all other respects said Deed of Trust recorded in Deed of Trust Book 135, Page 131 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

witness the signature of the Grantor this, the 31st day of March , 1975.

NATIONAL MORTGAGE COMPANY

By

(Name)

FRANK ROBINSON

TREASURER COMPTROLLER

(Title)

STATE OF TENNESSEE COUNTY OF SHELBY THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Frank Robinson, the (Title) Treasurer Comptroller of NATIONAL MORTGAGE COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed. GIVEN under my hand and Official Seal this, the 31st day of March, 1975. My Commission Expires: My Commission Expires September I, 1978 STATE OF MISSISSIPPI, DESCTO COUNTY Legitly that the within instrument was filed for record at 4:30 o'clock minutes P. M. 6 day of June 1975, and that the same has been recorded in Book 186 Page 375 Perords of REAL ESTATE TRUST DEEDS 1975. of said County. witness my hand and seal this the grown of grove 197

ees \$3.50 pd.

SFAL A A Argust CLERK Fees \$3.50 pd.

30 minute of the within instrument at filed for record at 2 clock to an and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and that the same has been builded for second at 3 clock to 377 feed and 377 fee

JANGELE OF AUTHORITA DEED OF TRUST Chapel CME Church TO......BANK OF MISSISSIPPI onsideration of \$10, in hand paid convey and warrant to_ the following described property in... ..., County, State of Mississippi, to wit: That certain parcel of land referred to in Deed Book X, Page 371 of the land records of DeSoto County, Mississippi and more fully described as follows: to-wit: DO. Two (2) Acres in the Southeast Corner of Section 2, Township 2, Range 6, with all the appurtenances and all improvements thereon. Payable in 60 equal monthly installments of \$108.33 each, the first of said installments being due and payable on the 5th of July, 1975 with a like installment due on or before the 5th day of each successive month thereafter until paid in full. This is the first lien on the above described property except. IN TRUST FOR THE FOLLOWING PURPOSES: I. (A) To secure the payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

(\$ 5,000.00 } Five Thousand and 00/100------ Dellars due Dellars due 6/2 19.80 Dollars due Dollars due Bearing interest at the rate of 10.84 per cent per annum from date together with attorneys fees as therein provided. VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the 19 and recorded in Book page deeds and records Witness these signatures, this the 2nd day of 19. 75 Trustee Trustee Trustee STATE OF MISSISSIPPI A Notary Public County of DeSoto | Fersonally appeared before me in and for said county and state, the above named | Gartha Wallace, Curtis Wiseman, Toy Wiseman, Jr. and who acknowledged that as Trustees signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 2nd day of June.

My commission expires. Nov. 24, 1975 Luda Perry Notary Public STATE OF MISSISSIPPI STATE OF MISSISSIPPI, DESCRIPTION COUNTY minutes A. M. 9 day of June 1975, and that the same has been recorded to Book 186Page 378 Tords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the / day of

THIS INDENTURE, this day made and entered into between Paul Skelton and wife, Catherine Skelton,

of the first part, hereinafter designated as the Grantor,

Trustee, of the second part, hereinafter designated as Trustee, and William W. Ballard

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Six Thousand and no/100-DOLLARS

) evidenced by one promissory note (\$6,000.00 of even date herewith in favor of the beneficiary, bearing interest at the rate of nine (9) per centum per annum after

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: on or before August 1, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged. the grantor does hereby convey and warrant unto the said trustee, the property situated in the

ppi, and more particularly described as follows, to-wit: THE LANDS LYING AND BEING SITUATED IN SECTION TWENTY (20), TOWNSHIP THREE (3) RANGE

THE LANDS LYING AND BEING SITUATED IN SECTION IMENTY (20), TOWNSHIP THREE (3) RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

TRACT I: Two acres, described as beginning at a point 208.5 feet east of the Northwest corner of the east 20 acres of the northeast Quarter of the Northeast Quarter of Section 20, Township 3, Range 7 West, which point is the Northeast corner of the Perryman tract; thence south 417 feet to a stake; thence east 208.5 feet to a stake; thence north 417 feet to a stake; thence west 208.5 feet to the point of beginning and being a part of the same land conveyed to John F. Hawks by W. T. Glenn, Sr., et ux, by Deed of date June 17, 1950, of record in Book 36, Page 535 of the land deed records of DeSoto County. Mississippi.

Paid Satisfied and Cancelled This day of

TRACT II: Beginning at the northeast corner of Section 20, Township 3, Range 7 West, running thence west 210 feet to the east line of the lot conveyed by William H. Brewer, running thence west 210 feet to the east line of the lot conveyed by William H. Brewer, et ux, to Paul Skelton, et ux, and found in Deed Book 59, Page 97, in the Land Records of Desoto County, Mississippi; running thence South 420 feet to a stake which is the southeast corner of said Skelton lot; running thence east 210 feet to the section line; running thence north along the section line 420 feet to the point of beginning, and being further described as a parcel of land one acre east and west and two acres north and south, bounded on the north by the Hernando-Cockrum Road and on the east by Jaybird Lane in the northeast corner of the northeast quarter of said Section 20, and being part of the same lands purchased by V. L. McCullar from John F. Hawks, by Warranty Deed dated Spetember 5, 1956, and of record in Book 43, Page 233 of the land deed records of DeSoto County, Mississippi.

First Parties covenant with Second Party to Maintain fire and extended coverage insurance on said property during the life of this Trust Deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

This deed is junior and inferior to prior deed of trust of given date the 7th day of March, 1975 recorded in Book 183, Page 608, Real Estate records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or here-after, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of itaxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate berein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and is that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary or at the request of any owner or holder of the note or notes secured hereby sell said property and land, or a sufficiency thereof to saids the trustee herein named, or his successor or successors, shall, at the request of the beneficiary or at the request of any owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee,

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against ioss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary berein, or to the owner or holder of the notes secured hereby as additional security. In case of loss ness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grant-or, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, insues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississelpi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustees harein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sais if it has been sold; and any and all sums padd in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sais, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the tarms of this instrument next after such sadditional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance is placed shall, with respect to such insurance premium, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Fighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of June

Paul Skelton Catherine Skelton

STATE OF MISSISSIPPL COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. Paul and Catherine Skelton

who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my Kann and official seal, this the 6th My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DES	OTO COUNTY		
recorded in Book 186 Page of said County.	379 June	filed for record a 1975, and that the REAL ESTATE TRUST	same has been
5.00	9	June	1975

H. F. Ferguson

F-1915 RELEASE OF DEED OF TRUST STATE OF LOUISIANA PARISH OF ORLEANS Loan No. 192402 To the Chancery Clerk of DeSoto County, State of Mississippi: You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by ___ L. F. Sisk and Wife, Sallie N. Sisk (also known as Sally N. Sisk) on May 31st , 19 67 , to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 7,100.00 , which said deed of trust is of record in Deed of Trust Book 96 , Page 41 , of the records in your office. Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 2ad day of June , 19 75 . THE FEDERAL LAND BANK OF NEW ORLEANS LA. (SEAL) ATTEST: etecency Secretoryx STATE OF LOUISIANA PARISH OF ORLEANS Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and Harry F. Beacham who acknowledged that as Treasurer respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation. Given under my hand and official seal on this the 2nd day of June (SEAL) My commission expires at death. CERTIFICATE OF CLERK STATE OF MISSISSIPPI COUNTY OF TO SEE I hereby certify that this instrument was filed for record in my office at \n STATE OF MISSISSIPPI, DESOTO COUNTY I certify the within instrument was filed for record at 10 o'clock minutes A. 9 age 315 Ocords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 9 day of

Fees & 2.58

STATE OF MISSISSIPPI FRA FORM NO. 2255M Revised February 1973

DEED OF TRUST

of this Instrument Recorded in

THIS DEED OF TRUST, made and entered into this 29th by and between Fred M. Boyce and wife, Susan M. Boyce

hereinufter called the Grantor, George S. Sanders, Jr. , hereinafter called the Trustee, and

Fidelity Mortgage Company and existing under the laws of The State of Mississippi and post-office address at Jackson, Mississippi Beneficiary:

, a corporation organized , having its principal office , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may bereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 62, Section A, Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West as shown on Plat of Record in Plat Book 7, Page 8, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and essigns, forever.

IN TRUST, HOWEVER, to secure to Fidelity Mortgage Company

and existing under the laws of The State of Mississippi , the payment of a certain promissory note of even date herewith in the principal sum of Eighteen Thousand Nine Hundred at the rate of Eight & One-Half per centum (8^{l_2} %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Fidelity Mortgage Company -- Dollam (\$ 18,900.00

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Forty-Five and 34/100----- Dollars (\$ 145.34), commencing on the first day Five and 34/100----- Dollars (\$ 145.34), commencing on the first day of July , 19 75, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

- That he will pay all and singular the principal and interest and other sums of money payable by virtue of note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided.
 vilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly asymmets on the principal. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note accured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-helf (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

SANCELLED BY AUTHORITY RECORDED IN BOOK 901 Fer

- JA sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other bazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note-secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

 (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 (III) interest on the note secured hereby; and

 - (IV) amortization of the principal of said note

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantur prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2e) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

- 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents. ficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (6) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.
- 4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.
- 5. That he will not commit, permit, or suffer waste, impairment, or deferioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereos, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this
- 6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary, and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby
- 8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebt-edness secured hereby, whether due or not.
- 9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stood, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto

County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid, and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee herounder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purcha

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha Ve hereunto set their hand(s) the day and year herein first written above.

Fred M. Boyce Busan M. Bayce Susan M. Boyce

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me , the undersigned authority in and for the said County, the within-named Fred M. Boyce his wife, who acknowledged that Susan M. Boyce delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29th

Notary Public

My Commission expires: Feb. 19, 1976 STATE OF MISSISSIPPI

COUNTY OF TO LAND

My Commission Expires:

foregoing conveyance was filed for registration in this office. 30 minutes p. M. 9 day of Aunl 1975, and that the same has been recorded in Book 186 Page 383 red rds of REAL ESTATE TRUST DEEDS of said County, Witness my hand and seal this the Fees \$ 5.00 pd.

Fees \$ 2.95 pt

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 717, 718, 719, 732, 733, and 734, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and ot its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deedsof Trust and the indebtednesses secured thereby.

	nesses secured thereby.
	But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.
	WITNESS our signatures this the 5th day of June . 1975.
	UNION PLANTERS NATIONAL BANK OF MEMPHE By: Robert P. Watson, Vice President
بين	H. B. Goddard, Vice President
	STATE OF TENNESSEE COUNTY OF SHELBY
	PERSONALLY appeared before me the undersigned authority of law in and for the jurisdication aforesaid, the within named Robert P. Watson and H. B. Goddard who acknowledged that as Vice President and Vice President respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.
	of, 1975. GIVEN UNDER MY HAND and seal of office, this the thatday
	Suntann Hughen
1	My Commission expires:
- POT BY	MY COMMISSION EXPIRES NOV. ZZ, 1972
	of Mississippi, DESOTO COUNTY Trify they the within instrument was filed for record at o'clock and in Book 180 age 386 June 1975, and that the same has been d County.

CANCELLED BY AUTHORITY RECORDED IN BOOK 189 PAGE 522 THIS 25 DAY OF Quy. 1975 NORTHWEST BUILDERS, INC., a Mississippi Corporation

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned...

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in...

DeSoto County, Mississippi, to-wit:

> Lot 696, Section D. Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except.

IN TRUST FOR THE FOLLOWING PURPOSES

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/Dollar due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

interest NEXT COMPANY WAY XXXXX PROPERTY PROPERTY FOR THE PROPERTY OF THE PROP date together with attorney's

tofore, now or hereafter contracted with the Beneficiary by the Grantor or

percent per annum from date and be payable on demand.

(D) Also to secure any renewal, resmortization or extension of all or any part of any of the above-described indebtedness and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby, (2) To pay all indebtedness securated the entry promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other indebtedness, and all such insurance policies shall be deposited with the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; in reasonable repair and not permit waste of said property differ on any illegal purpose; (6) To keep the improvements thereon this Deed of Trust before all the indebtedness secured hereby is fully paid.

[II. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness dedebtedness secured by this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness dedebtedness secured by this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness dedebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

[IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertak

Witness the signature of the Grantor , thus 5th day of June 1975 NORTHWEST BUILDERS, INC. Bob Gray, Vice President Bobby 8. Jones, President STATE OF MISSISSIPPI. COUNTY OF DESOTO Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, the President and Vice President, respectively of Northwest Builders, Inc. who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned Given under my hand and official real, this 5th day of June My Commission Expires Feb. 19, 1976.

30 minutes of instrument was filed for record at o'clock recorded in Book 86 387 June 1975, and that the same has been of said County.

Witness my land and see the same has been of \$3.09.

CANCELLED BY AUTHORITY RECORDED IN BO 189 PAGE 523 THIS 25 DAY OF aug. 1975

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corp oration, C. B. Henley hereinafter designated "Grantor," conveys and warrants to.... as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 698, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except...

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(* 11,376,00) Eleven Thousand Three Hundred Seventy-Six & no/100 on or before six (6) months from date, or on demand, with interest due and payable monthly until principal and interest are paid in full

as provided in promissory note

uring interest was the conserved an action of the same _____ together with attorney's

percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and hind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants here

Witness the signature of the Grantor , this 5th day of June 19 75 NORTHWEST BUILDERS, INC. Sob Gray, Vice President STATE OF MISSISSIPPI. COUNTY OF DESOTO Personally appeared before me, the undersigned authority in and for said County and State, the within-named... Bobby S. Jones and Bob Gray as President and Vice President, respectively, of NORTHWEST BUILDERS, INC. who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned. Given under my hand and official seal this 5th day of June My Commission Expires Feb. 19, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at / o'clock.

30 minutes / M. 9 day of 9 1975, and that the same has been recorded in Book /86 Page 389 refords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 9 day of Fees \$ 2.00 01

0.0

DEED OF TRUST THIS INDENTURE, this day made and entered into between Howard S. Jackson and wife Betty Jackson, of the first part, hereinafter designated as the Grantor. Ronald C. Taylor, attorney at law, Trustee, of the second part, hereinafter designated as Trustee, and CREDITHRIFT of America, Inc. 4707 Elvis Presley Elvd. , Memphis, Tennessee 38116 of the third part, hereinafter designated as the Beneficiary. WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Five Thousand Two laundred Minty-Twoand no/100 ----- DOLLARS (\$ 5292.00) evidenced by one promissory note of even date herewith in favor of including
the beneficiary, bouring interest at the rate of 7.5% per centum per June 4, 1975 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: Thirty six (36) equal monthly installments of \$117.00 These terms include interest charged at the rate of 7.5% discount, service fee charged at the rate of 4.0% discount, and a monthly maintenance fee of \$1,00 per month. WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid, indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided: NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the Dosoto County, State of Mississippi, and more particularly described as follows, to-wit: Lot 2831, Section N, in Southaven West Subdivision on Section 26, Township 1 South, Range 8 West, as shown by plat recorded in Plat Book 5, Pages 8 and 9, in the office of the Chancery Clerk of said County.

'If default be made in the payment of any installment under the note, the entire sum shall at once become due and payable without notice at the option of the holder of the note.

Pailure to exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this desu of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforestid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment of the note or notes when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that svent the entire principal sum secured hereby with all interest and charges accured thereon, and all samounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or the request of any owner or holder of the inner place and terms of sale as required by Section 538 of the Mississippi Code of 1842 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the inner place and terms of sale as required by Section 538 of the Mississippi Code of 1842 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, o

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,008.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or continue before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

flected. The granter will at all times during the continuance of this deed of trust keep, the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the granter. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lieu of this conveyance, the heneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinhefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustes or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is logally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once deciars the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named. Or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein 'required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold, and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said accured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Grantor covenants that the premises and properly covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 30th day

+ Howard & Secusion

STATE OF Tennessee COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Howard S. Jackson and wife Betty Jackson

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given Older my hand and official seal, this the 1th

STATE OF MISSISSIPPI, DESCTO COUNTY to certify that the within instrument was filed for record at 10 o'clock wo minutes A M 9 day of June 1975, and that the same has been recorded in Book (86 Page 39/ Pecords of REAL ESTATE TRUST DEEDS of said County.

5.00

243 PAGE 20

DAY OF May

AL ESTATE, CHATTEL OR BOTH

John J. McKeown and wife,

Clara B. McKeown To DEED OF TRUST

John S. Harpster and wife, Lurene M. Harp-

THIS INDENTURE. Made this 7th day of June John J. McKeown and wife, Clara B. McKeown, party

John S. Harpster and wife, Lurene M. Har Pster Darty WITNESSETH, That whereas, said party. of the first part, being indebted to the said of the second part in the sum of Twenty Thousand and 00/100 Dollars

(\$20,000.00), with interest at the rate of 8% per annum, repayable in 120 monthly installments of \$242.66 each, commencing on the 7th day of July, 1975, with each subsequent and succeeding installment being due on the 7th day of each month

Lot No. 83 of Woodland Lake Subdivision shown on plat appearing of record in Plat Book 1, Pages 15A, 15B and 15C, in the land records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description, said property being in Section 19, Township 3, Range 9, DeSoto County, Mississippi.

Also a proportionate part of the lake known as Woodland Lake and a proportionate part of the Dam Site.

The party of the first part shall have no right of prepayment prior to January 1, 1976, without penalty.

a Notary Public John J. McKeown and wife, Clara B. McKeown of said County, the within named

signed and delivered the foregoing Dood of Trust on the day and year therein a

Community my hand and official soal, this 7th day of June
By Commission Capting April 3, 1979 (SEAL) Tralle 12 Mays

Notary Public ha. 31979 STATE OF MISSISSIPPI, DISOTO COUNTY

of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESCTO COUNTY

thin instrument was filed for record at // o'clock and that the same has been as the same has been ESTATE TRUST DEEDS Witness my hand and see the 9 my of Aure 1975.

do.

Fee: 2.50

enny & Meller, 394

Russel M. Har

0

The second of the second

THE 16 DAY OF May 1978

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Wagner Builders, Inc.

of the first part, hereinafter designated as the Grantor, and Max B. Ostner, Jr.

Trustee, of the second part, hereinafter designated as Trustee, and

JAMES E. McGEHEE AND COMPANY, INC., of the third part, hereinafter designated as the Beneficiary.

- (4)

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY FIVE THOUSAND DOLLARS AND NO CENTS ***** DOLLARS

(\$ 35,000.00) evidenced by a promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of See Belowper centum per XXXXXXX annum after

XXXXXXXXXXX, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: In accordance with a Deed of Trust note of even date herewith, with interest at a per annum rate equal to Two Percent (2%) over the prime rate as announced by the National Bank

This conveyance is also made is accordance with a financing agreement entered into between the parties of even date herewith, the

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSote

State of Mississippi, and more particularly described as follows, to-wit: Lot #17, in Section XX A, Pleasant Hill Estates East Subdivision, as shown on a plat appearing of record in Plat Book 11, Pages 4-8 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

Courright Mississippi Bunkers Association

300

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on
the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and
other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforestid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary berein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of thats so this said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate hards specified, then in that event this conveyance shall be not and ovid, otherwise to remain in fall force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereby, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the hemeficiary, or at the request of any owner or holder of you or while any other convenance hereby, sell said property and land, or a sufficiency thereof to sailedy the todebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 81s of the Mississippi Code of 1842 and amountments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holde

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be hinding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured bereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grant-or, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and pre-fits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sais, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which enid insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenante that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the

Wagner Builders, Inc. Linda S. Wagner, President Lanny L-Wagner, Vice-President STATE OF MISSISSIPPI. This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named Leveland Traspece & Lang Wagner who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given under my hand and official seal, this the Z day of Notary Public FUDLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M. 10 day of lune 1975, and that the same has been recorded in Book 186 Page 395 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the // day of

day of 1889 18 75

Fees \$ 5.00 pd.

SANCELLED BY	WHITE RECORDED IN BOOK
266 44	
THUS DA	Y OF Dec. 1980
21.90	Derguson
	CHANCER CLERK

FOR REAL ESTATE, CHATTEL OR BOTH
Reba M. Eidson
THIS INDENTURE, Made that 9th they of June 19.75 Victor M. Froemel and wife, Mary Lou Froemel WITNESSETH. That whereas, said part Y
Dollars (\$5,500.00), with interest at the rate of 8% per annum, repayable in 120 monthly installments of \$66.74 each, commencing on the 15th day of July, 1975, with each subsequent and succeeding installment being due on the 15th day of each month thereafter, and the final installment, if not sooner paid, being due and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
KAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Lot 1451, Section D, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 3, Pages 25 and Mississippi.
This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 78, Page 633, in the office of the Chancery Clerk of DeSoto County, Mississippi.
Similar the Transfer at any time before and property, or any part torond, endangered as a wordy for and delet. In very them forthered take personal or to before XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
their sales of inability on the part of and Trainer is correct the months and market in the released to the part y Witness. My signature the date written above Reba M. Eidson
STATE OF MISSESSIPPI, DESCRIP COUNTY. Formulally appeared before me. S. Notary Public Rebs M. Eidson who adminished that She agreed and delivered the formulae Doed of Trust on the day and year thereis mentioned. Given under my hand and official soil, this 9th they at Sune.
My Commission Expres (SEEAL)), 1979 David O Guesta Cool RY STATE OF MISSISSIPPI, Desoto COUNTY. Defere me.
TATE OF MISSISSIPPI, DESOTO COUNTY I centify that the within instrument was filed for record at 9 o'clock said County. Witness my hand and seal this the 11 day of A
es \$ 2.50 pd. SEAL H. H. Lergue 1975.

Fe

CLERK

Windsday: Bankers Association Farm No. 1 (Revised Dec. 1988) L. A. N. D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

Polar Kraft Manufacturing Company, Inc., a Mississippi Corporation,

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi, of the third part, hereinafter designated as the Beneficiary.

In monthly installments of \$5,409.00 each, commencing $\frac{V_{UNe}}{28\%}$ 1975 with like installments due on the $\frac{28\%}{198\%}$ day of each month thereafter for 84 consecutive months and with the balance, if any, due and payable on or before seven (7) years from date of this certificate.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

All right title and interest of Polar Kraft Manufacturing Company, Inc. in and to that certain lease agreement and assignments thereof, copies of which are attached to this instrument as Exhibit "A" and asked to be considered a part hereof as if fully set forth in words and figures and to which reference is hereby made for a more detailed description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of payment of the sol had been or notes secured hereby, in the payment of payment of the security. If all indebtedness secured hereby, in the payment of payment of the security. If all indebtedness secured hereby, or hereby paid when due and null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all owner or holder of said note or notes, he and become at once due and payable, and the trustee horein named, or note and successor or successors, shall, at the request of the beneficiary, or the beneficiary of the beneficiary of the beneficiary of the beneficiary of the payment of the successor or successors, shall, at the request of the beneficiary, or the payment of the successor or successors, the payment of the beneficiary or the hereby and the trustee horein named, or note or notes secured hereby, shall as the option of the beneficiary or the beneficiary or the beneficiary or the request of any owner or holder of the final payment of the payment of the successor or successors, shall, at the request of the beneficiary or the payment of the payment

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Record. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or helder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the granter, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the granter. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be asseted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expanse of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax said if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured bereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointes or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, amistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2 PH day of 115, 1975. POLAR KRAFT MANUPACTURING COMPANY, INC. James A. Jones, President COUNTY OF This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the

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My Commission Expires:

Notary Public

STATE OF MISSISSIPPI COUNTY OF . Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesald. James A. Jones, President and Thomas W. Jones, Sr, Secretary a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and descripted the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do. respectively of the above namedPolar Kraft Manufacturing Company, Inc., Notary Public My Commission Expires:.... LAND DEED OF TRUST STATE OF MISSISSIPPI

LEASE

This lease made and entered into by and between the town of Olive Branch, a municipal corporation in DeSoto County, Mississippi, hereinafter called lessor, and James A. Jones, Thomas W. Jones and Louis B. Jones, co-partners doing business under the firm name and style of Polar Kraft Manufacturing Company, hereinafter called lessees, witnesseth:

1. The lessor has leased and does hereby lease unto the lessees, for the term and on the conditions hereinafter set out, the following described land in the town of Olive Branch, DeScto County, Mississippi, on Section 3h, Township 1, Range 6 West:

Reginning at an iron pin in the north line of Frisco Railroad right-of-way 1596 feet southeastwardly from the intersection of the north line of said railroad and the north line of Section 3b, Township 1, Range 6, West; thence north b degrees 12 minutes west 220 feet to an iron pin; thence north 87 degrees 25 minutes east 36b.8 feet to an iron pin; thence south b degrees 20 minutes east b17.b feet to an iron pin in the north line of Stephen's Lane (30 feet wide); thence with the north line of said Lane south 8b degrees 33 minutes west 132.8 feet to an iron pin in the north line of said railroad; thence with the north line of said railroad; thence with the north line of said railroad; thence with the north line of said railroad north 52 degrees 05 minutes west 31b feet to the beginning, containing 3 acres of land.

And lessor expressly covenants that lessees shall have the quiet enjoyment of the above described property for the primary term of this lesse.

2. The term of this lease shall be twenty years from the first day of September, 1958. Said term of twenty years being herein called the primary term. For the primary term the lessees shall pay to the lessor as rental for the premises the amounts of money at the times shown in the schedule of rental payments hereto annexed, marked "Exhibit A" to this lease and incorporated herein by reference as fully as if copied at length herein.

3. The lessees may at their own expense make alterations, additions and improvements to the premises which do not involve the basic form and

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Such alterations, additions and improvements shall be and remain the property of the lessees, as well as any machinery, fixtures and equipment installed therein by them, and such may be removed by them at any time, regardless of the fact that the same may be attached to the realty in such a way as to become a part thereof. However, no basic changes in the form and structure of the plant, or which may cause impairment of the value, shall be made by the company without the written consent of the lessor having first been obtained.

u. The lessess shall at their own expense make all repairs to the premises which may be necessary during the term of this lease, and during any renewal thereof under the option provisions hereinafter contained, except such repairs as may be necessitated by structural defects; provided, however, that in the event of any repairs becoming necessary by reason of the happening of any casualty covered by insurance, the lessor shall apply the proceeds of such insurance to the cost of such repairs. The lessees shall at the termination of the lease, under the option provisions hereof, surrender the premises in good condition, except for ordinary wear and tear, and except for structural defects.

5. The lesses covenant and agree to take out and maintain in force during the primary term of this lease, fire, windstorm and extended coverage insurance and vandalism and any other available insurance coverage, including insurance against loss of rentak. Said insurance shall be placed with an insurance company or companies qualified to do business in the state of Mississippi, and shall be maintained at all times in an amount equal to the full replacement value obtainable at normal rates of the insurable property on the above described premises. In case any part of the premises is damaged or destroyed by any hazard covered by said policies, the proceeds of said policies shall be immediately used to repair such damage or to reconstruct or replace the destroyed portions thereof. In case the proceeds of the insurance for destruction or damage during the primary term of this lease

are insufficient to rebuild or replace the destroyed portion of the premises or to restore the premises to a tenantable or usable condition, or in cases the premises are maturely damaged or destroyed by any casualty or hazard not covered by insurance, the lessees shall repair, reconstruct or replace the destroyed portion of the premises with due diligence. If the destruction or damage above referred to should occur after the expiration of the primary term, then the lessor shall apply the proceeds of any insurance policies to such repairs and reconstruction, and if the proceeds of the insurance policies are insufficient to repair or reconstruct said premises, the lessees shall have an option either to make up such deficiency by paying to the lessor an additional amount necessary for such repairs or reconstruction, or to terminate the renewal lesse without further liability to either party. If the lessees exercise this option to terminate the renewal lease, rather than to make up the deficiency, then the proceeds of any insurance policy shall remain the property of the lessor.

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- 6. The lessees agree to carry public liability insurance in an amount not less than \$25,000.00 for each person and \$50,000.00 for each accident, and to include the lessor as an additional insured under the terms of said policy without cost to the lessor.
- 7. All casualty or hazard insurance provided for by this lesse shall be written in the name of the lessor and the lessees as their respective interests may appear, except the loss of rental insurance, which shall be in the name of the lessor; and lessees shall pay all premiums for all said insurance.
- 8. The lessor agrees that the lessee shall have the exclusive right to make such use of the premises as the lessees may desire, consistent with the purpose of operating a factory for the manufacture of metal boats and other sheet metal and allied products.
- 9. The lessor will not, during the term of the lesse, and during any renewal or extension thereof, place any mortgage or deed of trust or other encumbrance on the premises herein lessed. Lessor guarantees the lessees

the peaceful possession and operation of the premises during the primary term of this lease to the same extent as would be provided for by the covenants of quiet enjoyment under a general warranty deed.

You

10. The lessees agree to proceed with due diligence to complete the installation of such necessary machinery and equipment as lessess deem necessary to the operation of a factory for the manufacture of metal boats and other sheet metal and allied products; provided, however, that nothing in this lease shall be construed to prevent the lessess from manufacturing such other products on the said premises as lessees may from time to time deem necessary or desirable so long as such manufacturing operations shall not constitute a nuisance. It is expressly understood and agreed that the lessess shall have the right as aforesaid to erect such additional buildings, sheds and facilities, and to make such other additions and improvements upon the said land as lessees deem necessary and that title to said improvements shall remain in lessees, notwithstanding the fact that they may be attached to the realty and that the lessees shall have the right to remove any of of this lease, or any renewal hereof. The lesses agree that they will operate said premises during the period of the primary term herein provided for the manufacture of some such products suitable to the lessees with the express provision that if the lessees shall shandon said premises or fail to use or operate said premises for a continuous period of one year or more, at any time, except such temporary deseation as may be caused by matters not within control of the lessees, such as damage to the building or premises strikes and force majeur, then at the option of the lessor this agreement may be terminated without further liability to either party.

II. The lessees shall have the right and option to renew beyond the original twenty year primary term for three successive twenty year terms each, and for a final renewal term of nineteen years upon the same terms and conditions except as to the amount of rent as contained in this lease for the

primary term. This renewal option shall be automatically exercised and the lease renewed in accordance therewith unless the lesses shall ninety days before the expiration of any such term give the lessor written notice that they do not intend to exercise said option, and in the absence of giving any such notice by the lesses to the lessor, the option shall then be exercised. The rent to be paid by the lessess for the property during each said renewal term for which this lease may be extended as herein provided shall be \$300.00 for each year of said renewal term, and such rent shall be payable in advance on the first day of each renewal year.

- 12. In the event of default by the lessees in the payment of any installment of rent hereunder, the lessor shall have the right, after giving notice in writing of such intention to the lessees to terminate this agreement unless the lessees shall within sixty days after receipt of said written notice cure said default.
- 13. During the primary term of this lease, the lessees with prior consent of the Agricultural and Industrial Board of the State of Mississippi, or its successors, may assign this lease or subjet the said premises to any person, firm or corporation, but no such assignment shall release the company from any of its obligations hereunder, unless the lessor in writing expressly consents to such release with the consent of the Agricultural and Industrial Board of the State of Mississippi, or its successors. After the expiration of the primary term the lessees may in their discretion assign any lease or renewal thereof or subjet the said premises to any person, firm or corporation.
- 14. In the event of the death of one or more of the co-partners above named, this lease shall remain in full force and effect as to the surviving partner or partners, and the heirs, executors, administrators and assigns of the deceased partner or partners, the obligations of this lease being binding on such surviving partner or partners, heirs, executors, administrators and assigns, and the rights and privileges hereunder shall enure to their benefit.
- 15. This lease is executed in accordance with that certain contract dated June 30, 1957, by and between the parties to this lease, which contract

sox. is incorporated herein by reference and made a part hereof as fully as if copied at length herein IN WITNESS WHEREOF the parties hereto have caused this lease to be executed in duplicate, and the corporate seal of the municipality to be hereto affixed on this the lst day of September, 1958. TOWN OF OLIVE BRANCH DESOTO COUNTY, MISSISSIPPI ATTEST: Clerk of the Town of Olive Branch, Mismissippi

ANNEX "A" TO LEASE BETWEEN TOWN OF OLIVE BRANCH AND POLAR KRAFT MANUFACTURING CO.

SCHEDULE OF RENTAL PAYMENTS

<u>Date</u>			Amount
October 1, October 1, October 1, October 1,	1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970		6,323.75 4,815.15 4,756.05 4,695.95 4,635.85 6,548.25 6,548.25 6,428.05 6,292.85 6,142.55 5,932.45 5,932.45 5,932.45 5,947.05 5,406.85 5,211.65 5,211.65 5,390.00 5,594.75 5,499.50 5,304.25 5,104.00
		811	1.293.75

ASSIGNMENT OF LEASE

T.W. Jones and Louis B. Jones, do hereby assign unto Polar Kraft Manufacturing Company, Inc., all our right, title and interest in and to the foregoing lease between us as a partnership and the Town of Olive Branch, DeSoto County, Mississippi.

Witness our signatures, this the 27 day of July, A.D., 1959.

James A. Johnson

Louis B. Jones

ACCEP TANCE

The undersigned Polar-Fraft Manufacturing Company, Inc., a Mississippi corporation, pursuant to authority granted by the Board of Directors of said Corporation at a lawful meeting of said Board of Directors, does hereby accept the assignment of the aforesaid hease, and in consideration therefor hereby assumes and contracts to fully and faithfully discharge all duties and liabilities imposed on the lessee by the terms of said lease.

This the 15th day of Webruary, 1960

FOLAR-KRAFT HADDFACTURING COMPANY, TNC.

PRESIDENT

I, Fred M. Bumh, Jr., duly appointed Secretary of the Board of Directors of the Mississippi Agricultural and Industrial Board, do hereby certify that the above is a true and correct copy of the misutes of the call meeting of the Executive Committee of said Board held on the _____ day of February, 1960.

This the Z4 day of February, 1960.

- Lubus De

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ho minutes A. M. lo day of 1975, and that the same has been of said County.

Witness my hand and seal this the 11 day of fuse. 1975.

Fees \$15.00 pi.

STATE OF MISSISSIPPI. DeSore County.	
KNOW ALL MEN BY THESE PRESENTS: That	Peoples Bank & Trust, Olive Branch, Miss.
of Olive Branch, Miss 38654	the beneficiary, does hereby certify that a certain trust deed
bearing date the 24 day of August	19.73 made and executed by Ronald W English
& Frances M English of 4511 Kn	ight Arnold, Mamphis, Tenn to Peoples Bank & Trust
the above named beneficiary, and recorded in the office o	
County, in the State of Mississippi in Land	Trust Deed Record No. 83 on page 25-27
of the Record of Trust Dends, on the 5th	
and satisfied; and I do hereby authorize the Clerk of the C	y of Septa, per , A. D. 19.73 , is now fully paid
	all upon this said instrument and that this order be recorded in the records of
said County also as provided by law.	the meters of
	Peoples Bank & Trust P O Box 3094
	Ass't. Cashier
STATE OF MISSISSIPPI, Desoto Cuunty,	
Personally came and appeared before me, the undersign	ned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid. Janice C. Pay Peoples Bank	me, Ass't. Cashier who acknowledged that he signed and
delivered the above and foregoing instrument on the day ar	
Given under my hand and seal of office this 6th	June A. D. 19 75
- Line	Q. 1: B 0
norm	VI Box
MY COMMISSION EXPIRES MAY	18. 1976 / (atary (Inblic
A CONTRACTOR OF THE PARTY OF TH	MINOS-EAGANDOS SZERE
	2.10 <u>2.18.17.17.</u> 2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2
STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrum	ent was filed for record at 10 o'clock
recorded in Book 186 Page 413	1975, and that the same has been cords of REAL ESTATE TRUST DEEDS
of said County. Witness my hand and seal this the	
	1 0 1 June
Enge 3 2:50 NA	1 10 0

And Andrew Americans (Control Description (Control

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

RUSSELL L. STANLEY and wife, JOAN E. STANLEY,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD,

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

of the third part, hereinafter designated as the Beneficiary.

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: on or before August 15, 1975.

This instrument is subordinant to that instrument of record in Real Estate Trust Deed Book 173, Page 67 of the land records of DeSoto County, Mississippi.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Ninetcen (19), Township Three (3), Range Nine (9),

State of Mississippi, and more particularly described as follows, to-wit:

Lying and being situated in Section 19, Township 3, Range 9: Lot 1 of Woodcrest Subdivision as recorded in Plat Book 5, Page 17 of the land records of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or he used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of stroney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges secured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the honeficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such saie shall be made by giving notice of the time, place and terms of sale as required by Section 30% of the Masianippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the n

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and doeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1 55 AT A PART OF MARKET AND A STATE OF THE ACT O a company design of the company The transfer of the

Second. The granter will at all times during the continuance of this deed of trust keep the building find improvements on said premises insured against less or damage by fire, utorm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses. If any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be feleased to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore suacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish asnually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once deciare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which ead insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this c

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the day of June, 1975. RUSSELL L. STANLEY JOAN E. STANLEY / STATE OF MISSISSIPPI, COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. RUSSELL L. STANLEY and wife, JOAN E. STANLEY, who severally acknowledged that they

signed and delivered the above and for going deed of trust on the day and year therein mentioned.

Given under my hand and brille monal, this the GIA

My Commission Expires Jan. 7, 1978 My Commission Expire

19 75.

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 10 day of June 1975, and that the same has been recorded in Book 186 Page 414 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand sold seal this the // day of

5,00

CANCELLED BY AUTHORITY RECORDED IN BOOK

227 PAGE 2/6

THIS 26 DAY OF June 1978

410179

This Indenture, made by and between BUGENE F. SMITHERMAN and wife, LOUISE SMITHERMAN

party of the first part; TROY BARRON

party of the second part, as Trustee; and

THE FIRST NATIONAL BANK OF MEMPHIS

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto

Lot 251, Section B, Shamrock Subdivision, located in Section 16, Township 2 South, Range 5 West, DeSoto County, Mississippi, Plat of said Subdivision to be recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$2.758.32, eddenced by the following premissory notes of even date herewith: executed by the parties of the first part, payable to the order of THE FIRST MATIONAL BARK OF MEMPRIS in 36 installments of \$76.62 each, the first of said installments being due and payable and the remainder of said installments being due and payable on the 15 cm. day of each month thereafter until the note is fully paid.

It is a condition of this leaderment that in the event of any default in any of the terms and conditions of any deed of trust, the lies of which may be or become his option, decises the lies of this heavener, then and in every such event, the moves of any part of the inclinious according this heavener may, at hereunder. The owner of any part of the indebtedness accord by this transmit she for all purposes, and floor losier may be bed hereunder as in the case of any other default order that the terms and conditions of any Deed of Toust, the lies of which is the processed and pay any such some or sums as abaid be necessary in each such accounts as positions of any Deed of Toust, the lies of which is the processed part and the lies of the instrument, may be compiled with, rate and shall be treated as part of the expresses of administrating this trust, and the adventage of such according a sum of sums shall in my way limit of her the afore-

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he falls so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be noll and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the said real estate is situated at the time of the sale of said real estate shall be made at the front door of any Court House in the County where any of has given notice of the time, place and terms of said sale according to the laws of the State of Missinsippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his artorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the_

Lugene P. Smitherman

LOUISE SMITHERMAN

STATE OF TENNESSEE COUNTY OF SHELBY Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named EUGENE F. SMITHERMAN and wife, LOUISE SMITHERMAN who arknowledged that the Y signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed. Given under my hand and seal this the 30 day of 4100 My Commission expires to commission or man that income Mail Tax bills to: (persons responsible for payment): TITLE INSURANCE is the only guaranteed protection against real estate title losses. MID-SOUTH TITLE COMPANY, INC.
HE SO, MAIN
MEMPHIS TENNESSEE ily recorded in Trust Deed Record. TRUST DEED HISSISSIPPI, DESCTO COUNTY i certify that the within instrument was filed for record at 10 o'clock to minutes A. M. 10 day of June 1975, and that the same has been recorded in Book 186 Page 147 Misterords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the // day of Fees \$3.00 pd.

5 197 3 5 62

418

CANCELLE OF ANEMCRETY HECORDED IN BOOK 206 BAGE

Deed of Trust

This Indenture Made this the 29th

19 D, by and

between Malvin F. Crim, Jr. and wife, Nancy Carol Crim

of the first part J. R. Wilson and J. N. Muir

of the second part,

as Trustee, and

Union Planters National Bank

of the third part:

WITNESSETH. That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate

nituated in the county of

Desoto

and STATE OF MISSISSIPPI, to-wit:

Lot 1915, Section H. of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Page 35, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 997 Cedar Point Cove. Mail all tax notices to Malvin F. Crim, Jr., 997 Cedar Point Cove, Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging including all rights of homestess, unto the party of the second part, and unto the Liburcessors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal num of Six Thousand Eight Hundred Fifty-three and 200100 One promissory instalment note of even date herewith executed by Malvin F. Crim, Jr. and wife, Nancy Carol Crim, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$6,853.20 in sixty monthly instalments being in the sum of \$114.22 each on the day of each month beginning 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of I

with annual interest thereon at

per cent and all bearing

The party of the first part hereby COVENANTS and AGE

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may bereafter become liens on said real estate, also all taxes assessments in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the party of the with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part cannot be legally first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgages's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES.—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness come due and payable at the option of the party of the agreements, as aforesaid, the whole debt secured hereby shall be come due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time journed from time to time without readvertising, and may be dismissed and not made. The acting trustee is authorized to appear an agent and auctioneer to make such saie in his absence, which sale shall be as valid as if made by said trustee; and a The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to and appointment of the money hereby secured, the existences of the truth of such statement, sale, receipt of money and appointment of substituted trustee shall be prima facis evidence of the truth of such statement, sale, receipt of money and appointment of substituted trustee shall be prima facis evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to be read as if written "parties of the first part."

All erasures and interlineations were made before signing

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the

1-201-20		
Later & Bund	(SEAL)	
Malvin F. Crim, Jr.	TSEAL)	
91 10 10 10 10 10 10 10 10 10 10 10 10 10	(SEAL)	
- Abreely Cited Creen	(SEAL)	
Nancy Carol Crim	(SEAL)	
	(SEAL)	

Given under my hand and seal, this the day of Notary Public E E STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 419 records of REAL ESTATE TRUST DEEDS Fees \$3.50 pd. day of 1975. SEAL

E 12

STATE OF MISSISSIPPI FHA FORM NO. 2135 M Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 6th by and between day of June

. 1975 .

RONALD ROSS STRADER and wife, MARY BRYAN STRADER

, hereinafter called the Grantor.

C. B. Henley

, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi and post-office address at 161 E. Amite, in Jackson, Mississippi Beneficiary: , a corporation organized , having its principal office , bereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 1, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Together with Nutone Hood, model #B20G73B, serial None, Standard Water Heater, model #ER 42D, serial #428530; G. E. Dishwasher, model #SD281, serial #660065; G. E. Range, model #JM75, serial #385527; Badger Disposal, model #1-1, serial #unobservable; Rudd Furnace, model #14F, serial #4392; Rudd Air Conditioning, model #UT38, serial #0435; and all carpeting located on improvements situated on above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

the first day of July, 2005.

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi , the payment of a certain promissory note of even date herewith in the principal sum of Thirty+Three Thousand Two Hundred Fifty and No/100 ------ Dollars (\$ 33,250.00), with interest from date at the rate of Seven & three-fourthsper centum (7 3/4 %) per annum on the balance remaining from time to time unomid principal and interest because payable at the office of

Bailey Mortgage Company, 161 E. Amite,

in Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-Eight and 40/100 ----- Dollars (\$ 238.40), commencing on the first day of August , 1975, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not scorer paid, shall be due and payable on

The Grantor, in order more fully to protect the security of this Deed of Trast, does hereby covenant and agree as follows:

- 1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- 2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:
 - (a) An amount sufficient to provide the bolder bereaf with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Orban Development, as follows:
 - (1) If and so long as asid note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, as amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Perculations thereunder, or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (5) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in Real Estate TD Book
No. 254 Prige 589
This the 16 day of Jan. 1980
W. J. Jergusorcherk

Adjument of this instrument according to the South Property of Law 10 July 10

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(b) A sum equal to the ground rents. If any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assess-ments next due on these premises (all as estimated by the Beneficiary) less all sums stready paid, therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assess-ments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note-accured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2e) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments octually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of total payments which the Beneficiary has not become obligated to pay to the made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding. as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected. on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the nums so paid shall bear interest from date at the rate set forth in the note Secured hereby, shall be payable on demand, and shall be fully secured by this

6. That he will keep the improvements now existing or hereafter exected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contin-gencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser of premises. then in force shall pass to the purchases or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) days from the date hereof (written). ent of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantorhereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the re-

mainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenents holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(a) have hereunto set their hand(s) the day and year herein first written above.

STATE OF MISSISSIPPL

COUNTY OF DESOTO

Personally appeared before meBobbie M. Braswell, the undersigned Notary Public in and for the said County, the within named Ronald Ross Strader Mary Bryan Strader signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

My Commission expires:

Feb. 19, 1976

STATE OF MISSISSIPPI

foregoing conveyance was filed for registration in this office at V o'clock A M., on the day of

mas recorded to Vol STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 10 day of June 1975, and that the same has been recorded in Book 186 Page 421 Seconds of REAL ESTATE TRUST DEEDS

of said County. Witness my hand and seal this the // day of

Fees \$5.00 pd.

Assemnment of this Instrument Recorded in * NOB C) T states lass No. 194 Page 310 This the 15 day of Disc 19 75 STATE OF MISSISSIPPI DEED OF TRUST THIS DEED OF TRUST, made and entered into this 6th June BILLY R. MYERS and wife, CHARLOTTE A. MYERS hereinafter called the Grantor; C. B. Henley , hereinafter called the Trustee, and BAILEY MORTGAGE COMPANY and existing under the laws of the State of Mississippi , a corporation organized and post-office address at 161 East Amite Street, Jackson, Mississippi , hereinafter called the , having its principal office WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may bereafter be exected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto Lot 90, Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, in Plat Book 10. Pages 34 and 35. Together with: Whirlpool Range-model #RYE7760Y, serial #M-24346548; Whirlpool Dishwasher, model #SAU400-0, serial #23423021; Whirlpool Disposal, model #SYD40-0, serial #CUF31368 059; Fedders Furnace, model #105N3D, serial #AH850438; Fedders Air Conditioner, model # 037D-74, serial #JH278360; A. O. Smith Water Heater, model #40-800, serial #800-G-73-59639; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty. The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above. TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever. BAILEY MORTGAGE COMPANY and existing under the laws of the State of Mississippi at the rate of Seven & Three-Fourther centum (7 & 3/4 5) per annum on the balance remaining time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, %) per annum on the bulance remaining from 161 East Amite Street in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-, Five and 18/100------Dollars (\$ 235.18), commencing on the first day of), commencing on the first day of , 1975, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2005. The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree That he will pay all and singular the principal and interest and other nums of money payable by virtue of the note secured hereby and of this lien; at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in cipal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums; (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows: (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such promium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or (II) If and so long as said note of even date and this instrument are held by the Secretary of Honsing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to enetwelfth (1/12) of one-half (%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments; re-recorded Assignment of this Instrument Recorded in Real Estate TD _____ Book No. 254 Page 587
This the 16 day of Jan 1980
AD Jerguson and

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and anneas-ments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and anneas-ments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and (c)All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note-secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth: premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; (III) interest on the note secured hereby; and (IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (6) of paragraph 2 preceding, as a credit against the amount of principal then remaining unputd under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2. 4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note. secured hereby and of this Deed of Trust, or either, and every much payment shall bear interest from date at the of Trust. 5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this 6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war demage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Bene ficiary, who may hake proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. 7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, apositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Granter, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be unded to the principal debt named herein and shall be secured hereby. remises, or any part thereof, be condemned under any power of eminent domain, or acquired for 8. That if the a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not. 9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty Days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebted-ness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

II NEL A ROLLOGO HI NGO in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, Staje of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have havennto set their hand(s) the day and year herein first written above.

> Dully K myers Charlotte A. Myers

STATE OF MISSISSIPPI.

COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named Billy R. Myers Charlotte A. Myers his wife, who his wife, who acknowledged that they signed and stellyword the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

day of June

My Commission expires:

STATE OF MISSISSIPPI

COUNTY OF TO A STATE

STATE OF MISSISSIPPI, DESCTO COUNTY certify that the within instrument was filed for record at 9 o'clock ecorded in Book 186 Page 424 Tecords of REAL ESTATE TRUST DEEDS recorded in Book 186 Page 424 of said County. Witness my hand and seal this the // Fees \$ 5.00 pd.

SPO 943-297

230 PAGE 234
THIS 30 DAY OF QUELET 197

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127

JOHN K. DUCKWORTH, M. D., ET UX, GRANTORS

TO

DEED OF TRUST

MATTHEW W. LIPSCOMB, BENEFICIARY

This indenture made this _____ day of June, 1974 between John K. Duckworth and wife, Norma Jean Duckworth of the first part, and Matthew W. Lipscomb of the second part, WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Seventy-one Thousand Two Hundred Fifty and No/100 Dollars (\$71,250.00) evidenced by one promissory note of even date bearing eight (8) percent interest per annum, due and repayable in ten (10) equal annual installments of Seven Thousand One Hundred Twenty-five and No/100 Dollars (\$7,125.00) each the first installment due June 1, 1976 and one installment due annually thereafter until paid in full, with the annual interest on the unpaid balance due with each installment.

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

The maker will have the right to pay all or any part of the indebtedness before maturity without penalty.

And the party of the first part having agreed to secure the prompt payment of the same when due: THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) to the party of the first part paid by Joel P. Walker, Trustee, the party of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and State of Mississippi, viz:

Beginning at southwest corner of Northwest Quarter of Section 20, Township 2, Range 8 West; thence north 4° 24' west along west line of said Section, 533.0 feet to the south line of the Drewery tract; thence north 85° 17' east along south line of said Drewery tract 412.7 feet to an iron pin; thence north 3° 56' west along east line of said Drewery tract and projection thereof 893.0 feet to an iron pin; thence north 85° 54' east along south line of the Sexton tract 571.3 feet to an iron pin; thence south 4° 11' east 1784.5 feet to an iron pin; thence south 85° 34' west 984.0 feet to a point in the west line of said Section 20; thence north 4° 24' west 360.0 feet to the point of beginning and containing 32.5 acres, more or less. All bearings are magnetic.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said

advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part his assigns or legal representatives can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

1.11

102ma Jean Duckworth

STATE OF TENNESSEE COUNTY OF SHELBY

N. B

Personally appeared before me, the undersigned authority of said County, the within named John K. Duckworth and wife, Norma Jean Duckworth, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this 6 day of June,

Euslyn J. Mason

My Commission expires: My Commission Expires July 20, 1975



STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

no minutes A. M. 10 day of 1. 1975, and that the same has been recorded in Book 186 Page 427 fecords of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of 1. 1975.

Fees \$ 3.00 pd.

SEAL H. P. Argust, CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI
You are hereby authorized and requested to enter satisfaction
of and cancel of record a certain Real Property Agreement executed Jimmy R Leslie and
by Lillian E Leslie to FIRST MATIONAL BANK OF MEMPHIS
and recorded on Page 288 of Book Number 143 of the Record of
Deeds or Deeds of Trust in your office.
This 5 day of <u>June</u> , 19 75
THE FIRST NATIONAL BANK OF MEMPHIS
By Mari Jordon
Marie JORDAN Operations Officer
STATE OF TENNESSEE)
SHELBY COUNTY) SS
Personally appeared before me, the undersigned authority in and
for said County and State, the within named Marie Jordan
Operations Officer who acknowledged that she
signed and delivered the foregoing instrument on
the day and year therein mentioned, as heract and deed.
Given under my hand and official seal, this 5 day of
June , AD, 19 75 .
Notary Public
MIT COMMISSION EXPIRES NOV. 27, 1977
MATEL OR LYNCON
TATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument
I certify that the within instrument was filed for record at 10 o'clock ecorded in Book 186 Page 409 Tecords of REAL ESTATE TRUST DEEDS
and seal this the // day of
1975.

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by Harold Wallace Lowrie and wife, Marie Lowrie

to G. L. Oates Trustee for the use and benefit of Wortman & Mann, Inc. on the

16th day of April, 1975 , encumbering certain lands in DeSoto

County Mississippi, which said deed of trust is recorded in Book 185 at Page 75

in the office of the Chancery Clerk of DeSoto County at Hernando

Mississippi, also all our right, title and interest in and to said Deed of Trust and the

lands described therein, together with the indebtedness secured thereby in the original

principal amount of \$ 35,000.00 .

WITNESS the signature of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, by its duly and legally authorized officers, this the 15th day of May . A.D. 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (FORMERLY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSON, JACKSON, MISSISSIPPI-NAME CHANGED BY AMENDMENT TO CORPORATE CHARTER EFFECTIVE JUNE 10, 1974)

By: Delive Ed Gordon, Vice President By: Music fluid Inomas E. Young Sassisfant Vice President

STATE OF MISSISSIPP COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Ed Gordon and Thomas E. Young , personally known to me and personally known to me to be the Vice President and Assistant Vice President respectively, of Unifirst Federal Savings and Loan Association, a Corporation, and that they signed and delivered the above and foregoing instrument of writing on the day and year therein mantioned as the act and deed of said Corporation, they having been first duly suthorized to do so.

GIVES under my Mond and official seal, this the 15th day of May

A.D., 1975.

Martla P. Gewen

	TOTAL STATE OF THE
recorded in Book of said County	PI, DESOTO COUNTY he within instrument was filed for record at 10 o'clock 10 day of June 1975, and that the same has been Page 430 Pecords of REAL ESTATE TRUST DEEDS
Fees \$2.50 pd.	seal this the 11 day of June 1975. SEAL H. H. Jerguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphes as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 695, 696, and 698, Section D. Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named H. B. Goddard and J. H. Jennings , who acknowledged that as Vice President and Ass't Vice President, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 6th day of June 19 75.

Notary Public

My Commission expires:

COUNTY OF SHELBY

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
tecorded in Book 186 Page 431 facords of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 4 day of 1975.

Pees \$2.50 pd.

DEED OF TRUST

This indenture made this day of Guy R. Dyer and wife, Ruby G. Dyer	June , 19 <u>75</u> , between
	OMPANY OF MISSISSIPPI, INC., called Second Party,
WHEREAS, the First Party are indebted to the evidenced by one promissory note of even date due at of \$68.40, and one in1975, and one in	rd repayable in 60 equal monthly installments
THEREFORE, in consideration of the premis by DeSoto Title Co., Inc. Trustee, the First Party have the land in DeSoto County, Mississippi, described as	ses and the sum of One Dollar, to the First Party paid this day conveyed and warranted to the said Trustee follows, to-wit:
Lot 1 in Section A of shown on Plat appearing of record in Plat Be Chancery Court Clerk's office of DeSoto (reference is made for a more particular des 18 , Township 3 , Range	County, Mississippi, to which recorded plat ectiption. Said lot being situated in Section
	shall operate to cause the entire unpaid indebtedness
Should the Trustee at any time believe said performed to be said debt, he may then forthwith take possession directed. Should the First Party promptly pay the atthereof, then this instrument to be void; but in defausaid property, and after giving notice of the time, place shall sell same at public auction to the highest budder in said advertisement. The proceeds of said sale shall all costs incurred herein; and if there be a surplus, such of failure or inability on the part of said Trustee to exits assigns or legal representatives can at any time as	above stated indebtedness on or before the due date ult thereof the said Trustees shall take possession of and terms of sale by advertisement according to law, for cash, at such time and place as he shall designate be applied to the payment of said indebtedness and the surplus shall be refunded to the First Party. In case
Witness our signatures this the date written a	bove.
Marcha Dozin	Duy Pl Green
STATE OF TENNESSEE) COUNTY OF SHELBY)	0 Grantors
that they signed and delivered the above and foregoing as their free and voluntary acr and deed and for the	deed of frust on the day and wast therein mentioned
in the season of the season of office	
My commission expires: My Commission Expires INV 26, 1975	Notary Public of
TE OF MISSISSIPPI, DESOTO COUNTY certify that the within instrument w	ne filed for record at _a_o'clock

20 minutes P. M. (O day of) 1975; and that the same has been recorded in Book 196 Page 432 ecords of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the # day of Jule. 1975.

Tees \$ 2.50 pd.

SEAL ### CLERK

Danis D.C.

	A STATE OF THE PARTY OF THE PAR	And in case of the last	and the same	Paid, Satisfied ar	nd Connelled
				This 20 day of DeSoto Title Co.	- /
		DEED OF	TRUST	Attest: Vesidem	synal.
	This indenture made this	_23 day of _		Chancery Gierk	75 , between
	called First Party, and WALKEM DEV WITNESSETH:	VELOPMENT COM	PANY OF MISS	SISSIPPI, INC., called	l Second Party,
	WHEREAS, the First Party ar evidenced by one promissory note of of \$56.64, and note in a kilon July 19	even date due and	repayable in the first	84 equal month	ly installments
	, 19_7	, and one inst	illment due mon	thly thereafter until	paid in full.
	THEREFORE, in consideration by DeSoto Title CoInc. Trustee, the Fither land in DeSoto County, Mississip	irst Party have the pi, described as fo	is day conveyed llows, to-wit:	and warranted to th	ie said Trustee
	Lot 320 in Section	B of C	hickasaw Bluff	Lakes Subdivision	1 as
	shown on Plat appearing of Chancery Court Clerk's off reference is made for a more 7, Township	fice of DeSoto Cou re particular descri	anty, Mississippi. iption. Said lot l	to which recorded	the plat tion
	A failure to pay said installmento become immediately due and paya have the right to pay all or any part	ents when due sha	Il operate to car	se the entire unpaid	
	Should the Trustee at any tim	e believe said pro	MEETS OF SHIP WAS	er element and anomal	
	for said debt, he may then forthwith directed. Should the First Party pros thereof, then this instrument to be ve said property, and after giving notice of shall sell same at public auction to the in said advertisement. The	nptly pay the abo old; but in default f the time, place as e highest bidder fo	we stated indebt thereof the said ad terms of sale b or each as such a	edness on or before Trustees shall take by advertisement acc	the due date possession of ording to law,
	in said advertisement. The proceeds of all costs incurred herein; and if there of failure or inability on the part of a its assigns or legal representatives can	ne a surplus, such : aid Trustee to eve	surplus shall be re	funded to the First	
				o act in his stead.	
	Witness our signatures this the			1 14.5	,
)267a_	7 Xmm	
			Dorothy	F Slut Del S Grantors	tulion
	STATE OF TENNESSEE) COUNTY OF SHELBY)				
	Personally appeared before me named Floyd F. Stutson and wif- that they signed and delivered the above as their free and voluntary act and de-	e, Dorothy N. S cand forecoing de	tutson doftmatonth	, who a	alternative territor
	Given under my hand and offi	cial seal of office ti	his the 232 day	of May	,19 <u></u>
	My commission expires:			Notary Public	
	12 27.78				
STAT	TE OF MISSISSIPPI, DESOTO of certify that the within in	COUNTY	filed for	record at 2	o'clack
reco	minutes P. M. 10 day of rded in Book 186 Page 433	records o	1975, and REAL ESTA	TE TRUST DEED	has been
	tness my hand and seal thi	s the //	day of	June	1975.
	SPA	1 4 14	Her.		

SEAL H. D. GERK

Paid, Satisfied and Cancelled This indenture made this 30 day of Thomas J. Tait and wife, Shirley W. Tait called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WHEREAS, the First Party are indebted to the Second Party in the sum of \$ evidenced by one promissory note of even date due and repayable in 84 equal monthly installments THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit: in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6 , pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section _____7___, Township _____3_____, Range __9 A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty. Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law. shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there he a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust berein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead. STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of said County and State, the within named Thomas J. Tait and wife, Shirley W. Tait ____, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official scal of office this the & day of May

My commission expires

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock 20 minutes P. M. 10 day of June 1975, and that the same has been recorded in Book / 96 Page 434 fecords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the // day of 1975. Fees \$ 250 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock

20 minutes 7. M. /o day of 1975, and that the same has been recorded in Book /8 6 Page 430 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the // day of 1975.

Form \$250 pd.

THIS 26 DAY OF Que. 19. 437

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned.

NORTHWEST BUILDERS, INC., a Mississippi Corporation

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto

County, Mississippi, to-wit:

Lot 695, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

L (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the....

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$11,376.00) Eleven Thousand Three Hundred Seventy-Six & /Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest / Land State Control of the Second State State Control of the Second State Stat

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

and further to secure the performance and fulfillment of all the obligations, agreements and covenants of the contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

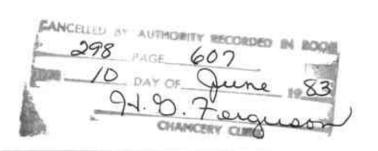
III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or forcelosure; and the Trustee herein named or his successor shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to real property shall be at such time, place and upon such notice as in required by law for the sherriffs sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee said scretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee scrually have such property on hand at the place of sale. Out of the procession of the process of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointees or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein, and such appointer or substitute shall have all such powers in the execution of the rods of default in payment of said indebtedness or any part thereof is endangered as security for the ind

Witness the signature of the Grantor this 5th dis	NORTHWEST BU	MDERS, INC.
13-18-Jan	A STATE OF THE STA	longs
ob Gray, VPresident		pes, President
STATE OF MISSISSIPPI,)		
COUNTY OF DeSoto		
Personally appeared before me, the undersigned suth-	ority in and for said County	and State, the within-named
Bobby S. Jones and Bob Gray, the Pr	resident and Vice Pr	esident respectively,
of Northwest Builders, Inc.		
who acknowledged that they signed and delivered	the foregoing trust deed on	the day and year therein mention
Given under my hand and official seal, this 5th di	g of June Lellie M.	Bed Swell Notary Publ
	My Commission Expires	
(A) A) 上 (以表现 6 元) (2 h		
Page 1	CO ST.	
	E CAN	
ATE OF MISSISSIPPI, DESCTO COUNTY		
orded in Book 86 Page 4 207 As	at was filed for a	ecord at / o'cloo
said County	ords of REAL ESTAT	hat the same has been
fitness my hand and seal this the	12	E THUSA DEEDS
\$ 5.00pd.	- Ju	me 1975.
	WIL	A STATE OF THE PARTY OF THE PAR
SEAL H	11 -1 4.	



a.50

In consideration of a loan made to the undersigned by the First National Ban amount of \$ 2/30./6, evidenced by a note executed by the undersigned S/20/25, said loan representing costs of improvements on the following County, State of Massian page, to-wit:	d and bearing date of
amount of \$, evidenced by a note executed by the undersigned state of the said loan representing costs of improvements on the following	d and bearing date of
	described property in
Lot No. 58 in Section A - Correct Hill subdivisor recorded in plat book No. 3 page No. 3 14/14 In the absence of the above information, use local description of property.	sion. Subdivision plat
the undersigned agree(s) not to sell, convey or further encumber in any manner what without first paying in full the balance owed on said loan, that this agreement shall be with the land and that breach thereof shall entitle the holder of the note above mentione due and payable for all purposes. DATE:	A STANDARD BY HUMBERS
Witness: Ky Walter Signed: X Koyal & Witness: Ky Walter Signed: X Sona (W. Kemper)
STATE OF TENNESSEE COUNTY OF SHELBY	
On this the 23RD date of 1999 1925 before in and for said State and County, duly commissioned and qualified, personally appear and second that they executed, signed and delivered the foregoing instrument therein mentioned as THEIR free act and deed and for the consideration mentioned and set forth.	e foregoing instrument.
Witness my hand and seal at office the day and year above written.	6170 3
My commission expires MY COMMISSION EXPIRES HS. I. 1978	tiblic 811.
This instrument prepared by EAST, First National Bank	k of Memphis.
vev. 11-13-70)	
TE OF MISSISSIPPI, DESCTO COUNTY CERTIFY that the viction instrument was filled for record orded in Book 184 Page 439 June 1975, and that the said County. itness my hand and seal this the 12 day of June	at 10 p'clock e same has been DEEDS
IFROSE my bond - 1	1075

THIS 18 DAY OF MOU. 1980

24. D. Jerques CHANCER JCLERK

	FOR REAL ESTAT	E, CHATTEL OR I	ютн	No. of Concession,	
Sheils Jeans, Meyers,					
Executrix, etc. etc.	THIS INDENTURE,	Made this 30th	day of May		
D. B. Bridgforth and Co.,	bet-en Sheila Je decessed, and as	life owner of h	scutrix of estat creinafter descr	e of Raymond W.	r ty
Neshitt, Miss., R. F. D.	of Arthur A. Whit	ten and Mrs. Bet	rthership compo	sed of the second part of to the said part. V	4
63/100 Dollars (\$2,380.63) dus on or before August 15, from August 15, 1976 until	videnced by her 1977, and bearing	one note of ever ig ten (10) perce	, Three Hundred n date berevith : ent/per annum n	Righty Dollars for said amount	_and t, ar
itself was a renewal note of	an indebtedness	owed by Raymond	Lawe to D. R.	ar \$3,663,86 ₄₄	mhi cl
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Property of the Party of the Pa	so ann of me mm is the the	ther to the one Y	of the Property	
ZODIO O NECESAR DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DEL CONTRA DE LA CONTRA	Karena a a a a a a a a a a a a	AINEANAS PARATAI	to, and state of Ministippi,		PAC .
The lands mitueted in DeSoto known as the old Raymond W	County, Mississ	ippi, described	as follows, to-wi	t: 22.3 acres,	
described by metes and bound Beginning at a point in the	s, as follows, t	o-wit:	ven (/) west, an	d more perticu	lerl
lands 1186.64 feet to a point; thence Sout 93.78 feet to a point; thence Falkner tract 619.03 feet to	t; thence South North 72 degree	minutes West alor 19 degrees 59 min ss 13 minutes West	of along said Se ng the North lin nutes West along st along the Nor	ction line 626, e of the Falkne an old fence i th line of said	.9 er row d
follows: North 85 degrees 55 feet:North 87 degrees 07 min	emetery Lot: the minutes East 25 tes East 125.03	ince along the So 0.28 feet; North feet; North 51 c	lest to a point outh line of said 70 degrees 25 m legrees 29 minut	at the Southwes Cemetery lot s inutes East 80.	B (773
West line of the african Wathe	nuetes East alor	g said Section 1	ine 481.12 feet	to a pointin t	13;
net acreage of 24.3 acres, ex dated June 10. 1968. But fixed	Church lot 205.2	6 feet to the po	int of beginning Survey Plat of	, and containing. E.Lauderdale	ig .C.R
County, and to which full ref	, and of record erence is now ma	in Book 78, Page	278 of the Deed	Records of said	d
dated Muly 2h, 1967, and of r DeSoto County, Mississippi. F that the failure to pay annua option of the owner or holden	ecord in Book 96 he aforementions l interest prior	, Page 95 of the d note provides, to maturity of	Land Trust Deed and First Party said note, shall	Records of hereby agrees	eđ
and interest all as hereinbere and interest all as hereinbere and the procession of said property, and after go well the same at public accretion, to the highest be-	is below sizered. Should t OPS provided, what makes of the time, plan the formed.	to part. Y of the fir XXX then this customs r and terms of sale, by adve	st past promptly pay the about to be void; but in default stimment according to law i	there of the said Trustee in DeSoto County, shall	
of the light part. In case of failure or inability on arrigns or legal representative	the part of said Transee to e or, can at any time appoint	tocate the trust begin confident Trustee to set to his speed	ed, the part Y of the s		
Witness	the date written above.	Sheil	Jean Meyers, E. Lowe, decensed,	recutrix of est	tate mer
State of Florida, Pade County . Personally appeared before me. Sheils Jean Meyers as Extrx. o	THE WALL OF THE PARTY OF THE PA	d Notary Public	od and se life	my, the within named	
NOTARY DELOCATE THE PARTY DELOCATE AND AND DELOCATE THE PARTY DELOCATE AND ADDRESS OF THE PARTY DELOCATE ADDRE	A SEC MANAGEMENT STATE OF THE PARTY OF THE P	ord of Trust on the day and June	year therein mentioned.		
MY CURVISSION EXPIRES AL. 4, 1979 GENERAL INSURANCE UNDE	ix Seal here.	xx Not	a ry Public	TKEXX XXEXX	
deposeth and suith that he saw the above named		unberibling witnesses to the fo		being first duly sworn,	j
	COUNTY instrument wa				
of said County.	-	1975, and to REAL ESTAT	hat the same E TRUST DEEDS	has been	
Witness my hand and seal to Fees \$ 2.50 pd.	his the 12	day of Ju	ne	1975.	
	EAL H. D	Jerge	usor,	LERK	•
		()			

CANCELLED BY AUTHORITY RECORDED IN BOOM CANCELED BY ZIT 195 246 17415 15 DAY OF ADD 19 76 THIS CHANCER! LICER FOR REAL ESTATE, CHATTEL OR BOTH Billy D. Gray, Grantor day of June DEED OF TRUST between Billy D. Gray The Hernando, Bank mt The Hernando Bank WITNESSETH, That wherear, said part v of the first part, being indicated to the said part v of the second part in the name of _Teb Throusand Dollars (10,000.00) evidenced by one promissory note of ev en date bearing interest as provided in the note due and repayable on or before December 10, 1975. The part of the first part of the first part of the first part of the part of the part of the part of the first part of the first part of the first part of the part of the part of the part of the first part of the first part of the pa The land in DeSoto County, Mississippi described as follows, to-wit: 16.4 acres in the Northwest Cuarter of Section 22, Township 3 South, Range 9 West described as beginning at a point 900.3 feet West of the Northeast corner of the Northwest Cuarter of Section 22, Township 3, Range 9; thence with an established fence South 5° 11' 30" East 1,084.8 feet to an old iron pin; thence with an established fence South 85° 38' West 710.18 feet to a point in the center of a County Road; thence with the center of the road North 83° 29' East 710 feet, more or less to the point of beginning. STATE OF MUSICUPEL D-SOMD COUNTY.

Personally appeared before the undersigned authority

Pilly D. Gray who can index my band and official seal, this. 10 to day of Jane 1 Sec. 10.75 MY COMMISSION EXPIRES By Notary Public WARCH 24, 1979 ĸŁ STATE OF MISSISSIPPI, DeSOTO COUNTY of said County, this day personally appeared the above named STATE OF MISSISSIPPI, DESCTO COUNTY 20 minute A within instrument was filed for record at 10 o'clock recorded in Book 186 441 Acres 1975, and that the same has been REAL ESTATE TRUST DEEDS Witness my hand and seal this the /2 day of 1975 CANCELED BY AUTHORITY RECORDED IN 8004 195 000 516 THIS 30 DA DE Armon 19 36 CHANCERY CLERK

440

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

of BANK OF WALLS, Assignee of WALLS REALTY COMPANY, the beneficiary, does hereby certify that a certain trust deed bearing date the 24th day of July, 1965, made and executed by JOHN W. WILKERSON, JESSIE MAE WILKERSON AND MARY F. MOORE, to WALLS REALTY COMPANY, INC. the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippl in Real Estate Trust Deed Record No. 8N, on Page 131, of the Record of Trust Deeds, on the 26th day of July, A.D. 1965, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 2/26 day of May, 1975.

- Jock D Billy

STATE OF MISSISSIPP

MODARY PUBLIC A Rusself

My commission expires:

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

No minutes A 1 day of Aurel 1975, and that the same has been recorded in Book 86 Page 442 Pecords of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 12 day of Aure 1975.

Fees \$ 2.50 pd.

SEAL H. H. Aurgust CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

of BANK OF WALLS, Assignee of LESTER RAY DARLING, the beneficiary, does hereby certify that a certain trust deed bearing date the 24th day of July, 1965, made and executed by JOHN W. WILKERSON, JESSIE MAR WILKERSON AND MARY F. MOORE to LESTER RAY DARLING, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 84, on Page 132, of the Record of Trust Deeds, on the 26th day of July, A.D. 1965, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 2626 day of May, 1975.

Jack D. Berlins

STATE OF MISSISSIPPI COUNTY OF DESCIO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid.

THUSTER, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said bank, after having been first duly authorized so to do.

OIVEN under my hand and seal of office this 16 th day of May,

MOTARY PUBLIC

1975.

My commission expires.

The Commission Expires Nov. 4, 1978.

Witness my hand and seal this the 12 day of

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

10 minutes 4.M. 1975, and that the same has been recorded in Book 116 age 413 REAL ESTATE TRUST DEEDS of said County.

Fees 5 2.50 pd.

SEAL H. Y. Ferguson, CL

ORDER TO CLERK TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THOSE PRESENTS: That MRS. JANE F. HERRINGTON the

THIS THE LOCK any or June, 1975.

MAS. JANE F. HERRINGTON

STATE OF MISSISSIPPI COUNTY OF DESCIO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, MRS. JANE F. HERRINGTON, who acknowledged that the signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

A D. 1975

STATE OF MISSISSIPPI, DESCTO COUNTY 10 minutes A.M. II day of June 1975, and that the same has been of said County. 186 Page 444 Jecords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 12 day of Fees \$2.50 pd. 1975.

ORDER TO CLERK TO CANCEL DEED OF TRUST

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMES, TRUSTEE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 6th day of June, A.D.

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY Application of the within instrument was filed for record at 9 o'clock recorded in Book /// Page 445 for REAL ESTATE TRUST DEEDS Witness my hand and seal this the /2 day of Bees \$ 2.50 pd.

	CHANCERY CLERK	DEED					
VRI	EREAS, Michael James	and wife/ Me	rtha F.	_ are justly indebted to	Liberty	Lean Corporation	
and according	ng to the terms of a promissory nor	Part and the Part of the State	TERREST MALE PROPERTY	undred Sixty	Dollars	DOLLARS	
day of each; thereof, for f reasonable a	and every month thereafter until p failure to pay any installment or in ittorney's fee. for collection, of no	sid, with interest aft affill any obligation x less than twenty p	er maturities, and of maturities, and of said note, due c er cest of balance	providing for the materi onsideration being allo	each or ly of the entire wed for unnarner	n the <u>15th</u> nute, at the option of the holder timesent, and providing for a	
		entere by the (Icon)	sed Brosst - Tol	THE LY LEGIT CO.	30101301120111		
under the Let NOW	REAS bortowers are assisted to so the of this instrument. THEREFORE, in consideration	of FIVE AND NOTE	ward indultedness	fourther with any other	(indebtedness)	hat may become due and owing	
property, ing	THEREFORE, in consideration receipt of which is hereby weknow pather with all the hereditaments a section with the buildings now or that we have a suit or the section of the section with the buildings now or the section with the buildings now or the section with the buildings now or the section with the section	eledged, the grantues and appurtenances, the servafter to be erected	s dishereby convey hereunts appertuent rd on said premise	and warrant until the a ne, including so far as a, all elevators, beating	erantors this da and Truntee, the they now are, o	pard by CONSAY YATES fullowing described land and may bereafter belong to us be	
City or Town County, State	of Southaven, [[] of Mississippi, and more partice	emines of detached) BS18S1:p1 Detached	therefrom, therough		o belonging, ly of Del		
Lot 366	. Section D. Carrin	on Hille Su	NAME OF STREET			4,460.00	
Q RESEAR	ions 23 and 24, Too as per plat thereo s 4 and 5, in the o	T Theoryday 4	6 Din+ Dag		Ldrs. Int.: Ser. Chg.:		
Clerk o	f DeSoto County, Mi	ssissippi	unancery		Life their	THE RESERVE OF THE PERSON NAMED IN	
Includia	ng all permanently	installed ca	rpeting			7960.12	
fulfill the folio	sderstood and agreed that this convening covenants, attrabations and	veyance is made sub- conditions as obtres	tiest to and the pa does upon the coap	rties hereto have agrees ective partiesz	fon and are ho	and by and will observe and	
of that certain lender or the b advances will	This deed of trust indemnifies the gramisancy note described hereto eneficiary in a sun not exceeding be made) as well as any additional, before the cancellation of recognised any indebtedness of any granted obligations, or any part there.	hopeficiery berous of here but also such for \$20,000 fthe benefit I indebtedance	not cally examined an Jury and additional clary of the leader	y lose they may nuctain affeators as may be m to be the sole judge as	thy virtue of the ade to the grant to whether ar a	ir unconditional endorsement ura, or either of them, by the mt any such future additional	
or either of the wise, including the aforementic	m, before the cuncellation of reco calm any indebteduess of any ga- ined obligations, or any part there	rd of this instrument informade as joint m of, and whether other	whether auch and taker, surety, endo rwise secured or n	contracted with the lengentees to represent the representation of guaranter, larget to.	fer or beneficial ed by promissory her with all exte	becommended by the granton, order, open account or other, matter and renewals of any of	
come due and p	ayuble, then the whole of the indi- ared immediately due and payable	t of any installment objections indemnifie	or principal or into of by this instrume	erent of any indebteder nt. may at the option of	on begoin provid the beneficiary	ed for when the name may be-	
of the heneficia	A failure up the past of the least	clary to exercise on	y option herein am	nained in event of defa-	all being made.	thall not constitute a	
apply to a bank creding he take trustee, then, as	In case the grantoes or either of rapicy court to be adjudicated a very equivalent the grantors, or the sained in either or any such case all rapided on any line suntained to the co.	mem of their conden- minutary backrupt, or I wenders, immediate rents becoming due t	of the property has proceedings be call hereafter a sale	This conveyed, in section in the sec	str of remote, a Livelluntary has he appointment	hould become insolvent, or Araptoy, or should any pro- of a receiver, samigher, or	
Shirt N					Manual Section	min one and parable at the	
CHIEFTON, NO. 1846; III	is further agreed that said proper may appear, for application by it, and payable or not. D is further agreed that all tasks			THE RESERVE OF THE PARTY OF THE	owneddyng no th	W MIGHESPALS NOTE, Whatherall	
tern, the trustee thereof by said all there be then	: It is further agreed that all taxes make sale of said property henciciary and apply the proceed if due or not, and course of making	etricaller provided in ings for the benefit and only.	to time on said per in execut of default of the understaned	party shall be kept pro- of payment of said note and guaranty of said b	optly paid. For the orders of the conders of the co	default in either of anid mar- aned, and of all or any part yment of any note, whether	
in, and this rope	erargned further represents unto the	ir said beneficiary it	had there are no do	my or encombrances of	and earl dealers	(INC. of the Control	
The beet	efficients, of any reduced of ward mate	and D. in t	DB OFFICE	A E	1、おおり シェーチ	BMA 第二十項目標計り口。 1回2回車	las:
							Miss
debtedoess which payment of atterp granters to the b	they may nustain on the said out of the said of the said made made the terms of this instrument h may be insured by the benefits; here's few and or other items expected in the said of th	and indemnified and are, in the payment o ended in the protects	secured hereby, is if peeniums for ins on of this security	clading the payment of urance, or in the payme , and any other induces	any sum which mt of taxes on t doesn't had may	They be expended or any in- be said properly, or in the	
paid whro due an otherwise to tem any installment of tuned beauty	nd demandable, including all inter ain in full furce and offect. But a d interest, or in the payment of to	eut due thurson ut it I default is made in Xan of insurance as	to said between upon the payment of the provided become	although. If all of the m illed, then in that even only an moter mediced	oten heretofore f this courseyed hereby, or of as	mentioned shall be promptly ce shall be sull and void, y installment thereon, or of	
by, with all inter without notice to land, or a sufficie	eneliciary during the term of this not demandable, including all inter ain in fall force and effect. But it f interest, or in the payment of to the interest thereon, or if infault wat and charges account thereon, the granters, and the trustee here ency thereof to activity the indebt	An made on any other and all amounts here in named, or his our	r covernant herein ; ran, shall at the op- cerror, or success	contained, then in that tion of the beneficiary, were, shall, at the requ-	our and demand count the entire he and Decome cut of the benefit	able of any other item men- principal sum secured here- at once flor and payable	
tion 888 of the Mi mains from said a reasonable truste	the grunters, and the trustee here some thereof to actually the indebi- inaximation Code of 1967 and amen- iale, the cours and expenses of ex- n's fee, and the afterney's fee pre- id and leastly, any balance remains mants become contained shall bind.	dments, if any, there exists you be a series of series o	om unpuid, alter gi to, and make a der trust, including a	ving notice of the time, of to the purchaser or p Ten (10%) percent trust	place and terms sechaners (heres er's fee, which	of cale as required by Sec-	
TENTION OF THE OF	genders, and the term "Beneficial otherwise. MONY WHEREOF, Witness the si-			HILLIAN STREET, STREET	he aincular, the	one of any aphter shall be too theroof abother by op-	
		essione of the graditu		Michael	le ma	75	
				19	ael James	Porter	
STATE OF MISSIS				Marth	i F	Sorter	
Personally	COUNTY v appraised before me, the undersi,				na F. Par	Lest)	
in and for said Co who acknowledged	unty, the within named <u>LIChr</u> I that <u>they</u> algred and de	el James Po	rter and w	lie Martin E.	Porter		
Given and	er my hand and seal of office this	day of			70	19 ZJ	
Form 220 Pey. 4/6	ississippi, deso	TO GOOD		levera 6	t. Ozgli		
A DEFECTO	That the office.		ent was f	iled for re	cord at	11 0'0100'	d
recorded in	A. M. // d. Book /86 Page	446 /kec	ords of	975, and th	at the s	same has been	
Witness	w hand and seal	this the	12	v of A	11031 1	, LEUS	
Fees 8 2.50	Opd.		1,0	A ger		1975.	
		cons L	1 M.	Trigg	MA	y clem	
				V			

of the

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST STATE OF MISSISSIPPI, DeSoio County. KNOW ALL MEN BY THESE PRESENTS: That. The Hernando Bank Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 27th day of April 19 73 made and executed by Eldridge L. Davis, Sr. and wife Margie S. Davis the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 158 on page 222 said County also as provided by law. This the 177 day of June, 1975. THE WILLIAM STATE OF MISSISSIPPI, DeSeto County. delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of Said The Hernando Bank, after first being duly authorized and empowered to so do. Given under my hand and seal of office this 10th day of Oklash My Commission Expires: My Commission Expires Jun. 7, 1978 I certify that the within instrument was filed for record at 10 o'clock No minutes A M // day of Arme 1975, and that the same has been recorded in Book / 8 6 Page 447 Goods of REAL ESTATE TRUST DEEDS STATE OF MISSISSIPPI, DESOTO COUNTY of said County. 1975. Witness my band and seal this the /2 day of gun Fees \$ 2.50 pd.

oll phi

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

	A RESERVE			Class
STATE OF MISSISSIPPI. DeSato County.				
KNOW ALL MEN BY THESE PRE	SENTS: That The	: Hernando Bank		
of Hernando, Mississipp	1	the beneficiary, does	power case makes	
bearing date the 25th day of. Barbara Davis	June	_19 74 , made and executed b	Bobby R. Dav	vis and wif
the above named beneficiary, and recorded			o rue dernando) bank
County, in the State of Mississippi in.			s 177 m	1.87
if the Record of Trust Deeds, on the 3	ird day at	July	A D 19 74	
nd satisfied; and I do hereby authorize th				is now fully pai
county to enter satisfaction and certificate			s order be recorded	n the monds o
rid County along an assessment of the		day of June, 1975.		
		The Hernando Bank		
		A. S. Ballard, Jr.		
TATE OF MISSISSIPPI. DeSoto County.				
Personally came and appeared before n	ne, the undersigned au	morty Elois M. Barbe		
and for County and State aforesaid. A.	S. Ballard, Jr	President	o acknowledged that	he signed and
ivered the above and foregoing instrumented. The Hernando Bank, after Green under my hand and seal of office	nt on the day and dete r first being d	for the purpose therein montion	d, as the act owered to so	and deed
Commission Expires: Commission Expires Jun. 7, 1978			Barber	L D. 19 <u>7/5</u>
		Department against		

Tominutes I the within instrument was filed for record at 10 o'clock months of M. I day of June 1975, and that the same has been of said County.

Witness my hand and seal this the 12 day of June 1975.

Fees \$2.50 pd.

SEAL H. H. J. J. J. J. CLERK

olle

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

AND AND ADDRESS OF THE PERSON	The He	rnadno Bank	
KNOW ALL MEN BY THESE P	KESER(15) THAT		
Hernando, Mississi	ipp1	the beneficiary, does h	ereby certify that a certain trust deed
earing date the 23rd day of	February	9_72_ made and executed by	Ernest Gray
	of		The Hernando Bank
ne above named beneficiary, and reco	nded in the office of the Ch	ancery Clerk of DeSor	
	Dani Petata	Trust Deed Record N	
ounty, in the State of Mississippi in.	25th		A. D. 19. 72 is now fully paid
the Record of Trust Deeds, on the			
nd satisfied; and I do hereby authoris			
county to enter satisfaction and certific	cate of payment in full upon	this said instrument and that thi	s order be recorded in the records of
nid County also as provided by law.	This the 10th	day of June, 1975.	
		The Hernando Bank	
		Manne	
		A. S. Ballard, Jr	., President
STATE OF MISSISSIPPI,			
DeSeto County.			
Personally same and appeared by	efore me, the understance a	otherity Elois M. Bar	bee
			who acknowledged that he signed an
and the second of the second of the second of	· 女子和此种 有引种批析 物品气物口	Autha anthorized and c	med, as the act and deed impowered to so do. A. D. 19
	of office this	12	
My Commission Expires:			M. Beiler
My Commission Expires Jan. 7, 1978		Notary Public	

STATE OF MISSISSIPPI, DESOTO COUNTY

I cert for the within instrument was filed for record at 10 o'clock within instrument was filed for record at 10 o'clock for recorded in Book /86 are 449 for sof REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of June 1975.

Fees \$2.5° pd.

SEAL A D A D CLERK

ST

olt phi

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

The second secon	The state of the s	Class
STATE OF MISSISSIPPI. DeSoto County. 32.		
KNOW ALL MEN BY THESE PRESENTS: That The H	organia II. I	
of Hernando, Mississippi		
	the beneficiary, does hereby cert	fy that a certain trust de
Linda J. Coffman		
	- 10: - 10:	lernando Bank
the above named beneficiary, and recorded in the office of the Cha- County, in the State of Mississippi in Real Estate		
	Trust Deed Record No. 164	он page39
of the Record of Trust Deeds, on the 13th day of	August , A. D. 1	9_73_, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery (
County to enter satisfaction and certificate of payment in full upon the	tiv said instrument and that this order be n	occorded in the records of
taid County also as provided by law. This the 10th d	ay of June, 1975.	
	The Hernando Bank	
	- Thurse V	
	A. S. Ballard, Jr., Presid	ent
Personally came and appeared before me, the undersigned outh-		
n and for County and State aforesaid A. S. Ballard, Jr.	who acknowleds	ted that he signed and
said The Hernando Bank, after first being du	the purpose therein mentioned . As th	me act and deed
	day of Ment	0 80 do.
My Commission Expires: My Commission Expires Jan. 7, 1978	Elas h. Ban	
17. 19.11.11.11.11.11.11.11.11.11.11.11.11.1	Notary Public	
	No. 83644:	
OF MISSISSIPPI, DESOTO COUNTY		
ded in Book 186 Page 450 records	s filed for record at	o'clock has been
18 Page 450 records	AT MEAL EDIATE TRIEST DEE	
ness my hand and seal this the /2	day of	
the same $\frac{126}{450}$ records the $\frac{12}{3}$ same $\frac{12}{50}$ pd.	day of gune	1975.

		Real of	this instrument Recorded
		No. 422	thle Instrument Recorded at T/D Bo
		the lat	lay of Dec. 19 8.
AND DESCRIPTION	State of the last	H. H. J.	erguen
			by D. Leyles
ISDA-FHA			100
Form FHA 427-1 MS Rev. 11-24-70)	Position &		
R	EAL ESTATE DEED OF TRU (INSURED LOANS TO IN	ST FOR MISSISSIPPI DIVIDUALS)	
		June 10, 197	5
THIS INDENTURE, made and		(Date)	
by and between the undersigned	James A. Woods and wi	te, Betty F. Woods	
		işanı ere ili sanının	
residing in DeSoto			ississippi, whose post office
address is Route 3, Box	586, Olive Branch,	ayanan dina dina dina dina dina dina dina	, Mississippi 38654 .
	wer," and Aaron Goolsby		
5000			
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring	ustee," and the United States of A iculture, beneficiary, herein called t tly indebted to the Government as a called 'note' (if more than one g to each note singly or all notes ayable to the order of the Governme	evidenced by one or more note is described below, the collectively, as the contex	certain promissory note(s) or e-word "note" us used herein i may require), said note being led therein, suthorizing accel-
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring	tly indebted to the Government an	evidenced by one or more note is described below, the collectively, as the contex of in installments as speci- upon any default by Borrow	certain promissory note(s) or e word "note" as used herein may require), said note being ied therein, suthorizing accel- er, and being further described
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring executed by Borrower, being prevention of the entire indebtedoor.	tly indebted to the Government and called 'note' (if more than one g to each note singly or all notes	evidenced by one or more note is described below, the collectively, as the contex	certain promissory note(s) or word "note" us used hereir may require), said note being led therein, suthorizing accel- er, and being further described Due Date of Final Installment
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring executed by Borrower, being prevention of the entire indebtedoes as follows:	tly indebted to the Government on a called "note" (if more than one g to each note singly or all notes ayable to the order of the Government has at the option of the Government	evidenced by one or more note is described below, the collectively, as the contex of in installments as speci- upon any default by Borrow	certain promissory note(s) or e word "note" as used herein may require), said note being ied therein, suthorizing accel- er, and being further described
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring executed by Borrower, being preceded of the entire indebtedness follows: **Date of Instrument**	tly indebted to the Government and called 'note' (if more than one to each note singly or all notes ayable to the order of the Government as at the option of the Government Principal Amount	evidenced by one or more note is described below, the collectively, as the contex of in installments as specification any default by Borrow Annual Rate of Interest	certain promissory note(s) or word "note" us used hereir may require), said note being led therein, suthorizing accel- er, and being further described Due Date of Final Installment
WHEREAS, Borrower is just assumption agreement(s), herein shall be construed as referring executed by Borrower, being prevation of the entire indebtedness follows: **Date of Instrument** June	tly indebted to the Government on a called "note" (if more than one g to each note singly or all notes ayable to the order of the Government as at the option of the Government **Principal Amount** \$18,440.00	evidenced by one or more note is described below, the collectively, as the context of inistallments as specification any default by Borrow Annual Rate of Interest 8 1/2%	certain promissory note(s) or word "note" as used hereir may require), said note being led therein, suthorizing accel- er, and being further described Due Date of Final Installment June 10, 2008 and in made with the purpose and
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THIS IS DAY OF DIC 18 95,

W. E. Daws

CHANCERY OLERK

By M.T.D.L.

1.5 acres in the Northwest Quarter of Section 26, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as point of be-ginning lying 990 feet West of the Northeast Corner of the Northwest Quarter of Section 26, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being the Northwest Corner of Charles Fifer 10 acre tract; thence North 86° 0' East along the center of Stowart Pond 122 feet to a point; thence South 1° 201 Fact 405 along the center of Stewart Road 132 feet to a point; thence South 1° 30' East 495 feet to an iron rod; thence South 86° 0' West 132 feet to an iron rod; thence North 1° 30' West along Julius Cowan East line 495 feet to the point of beginning and containing 1.5 across subject to subdivision and region regulations in offert in DeSeto. taining 1.5 acres, subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi, rights of ways and easements for public roads and public utilities and any encroachments, easements or defects that might be shown on a current, accurage

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, insues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time of which are herein called "the property";

IN TOUGH NEUROPHUSI DOS (a) at all times when the part is held to the Community of the country of the property.

IN TRUST, NEVERTHELESS. (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any ance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreedefault by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all us collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the bolder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(4) Whether or not the note is innured by the Government, the Government may at any time pay any other amounts required protection, or enforcement of this lien, an advances for the account of Borrower. All such advances shall bear interest at the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be impuliately does not be paid to the Government and the interest of the

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest acts and shall be secured hereby. No shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmarkike manner, comply with such form conservation practices and form and home management plans as the Government from time to time may prescribe, and not to shandon the property, or cause or permit waste, lessening or impair-gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling,

and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative leading agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby walved.

(17) Default hereunder shall constitute default under any other real estate, or order any personal property or other, security

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(10) Heart default aforesaid, at the request of the Government. Trustee may foreclose this instrument by advertisement

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger. Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at fore-closure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(71) All powers and associate synated in this instrument are consider with an interest and are irrevocable by death or

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are completed with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or powereign following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above. WITNESS the signature(s) of Borrower the day and year first above written BUTCH FT Woods STATE OF MISSISSIPPI ACKNOWLEDGMENT COUNTY OF DESOTO Personally appeared before me, the undersigned, a __notary public in and for said County and State, the within-named ...James A. Woods and Betty F. Woods who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. of day of June Given under my hand and official seal this STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument for the files My Commission Expires: filed for record at 10 lock and II. II. A _ assuring comdoy of 1925 1925 19 1 of the same has been recorded in Book No. Page records of Trust Deeds of sold County. Witness my hand and seal this 5.00pd STATE OF MISSISSIPPI, DESCTO COUNTY To certify that the within instrument was filed for record at 10 o'clock minutes A May of Aune 1975, and that the same has been recorded in Book 186 Page 451 Pecords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 12 day of June

The color of the property of t

S. Silapanian and Land Landing

Assembled of this Instrument Recorded in Assignment of this instrument Recorded in Prat Estate 10 881 ONI OF OPERENT OROR This the 30 day of July 19 % N. J. Feorest MORRIS WE TOLK ATTY. 4041 Englishment Fost MISSISSIPPI DEED OF TRUST This Deep of Thust, made and entered into this KERRY DUANE LAMBERT AND WIFE, LINDA M. LAMBERT , hereinafter called the Grantor; , bereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY DELTA TITLE COMPANY , a corporation organized , having its principal office and and existing under the laws of STATE OF TENNESSEE , hereinafter called the post-office address at 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE Witnessers. That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated . State of Mississippi, to wit: DeSOTO Lot 972, Section B, North half, DESOTO VILLAGE SUBDIVISION, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the north line of Birchfield Circle 164.4 feet eastwardly from the point of intersection of said north line and the east line of Normandy Drive; thence eastwardly 67.19 feet with the north line of Birchfield Circle to a point, the southwest corner of lot 973; thence northwardly 125.97 feet with the west line of lot 973 to a point in the south line of lot 941; thence westwardly 65.21 feet with the south line of lots 941 and 942 to an iron pipe in the northeast corner of lot 971; thence southwardly 129.51 feet with the east line of lot 971 to the point of beginning. As per survey by ACME ENGINEERING SERVICE, dated February 13, 1975. creed, Up and opinion, declared in the control below to the control becomes the control below to the control becomes together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

D-34967 q1

Beneficiary:

in the County of

Assignment of this instrument Recorded in Real Estate TID Book

No. 241 Page 357

This the 19 day of april 1979

4. D. Jaguson Clark

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118 designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED SEVENTY BIGHT'S , or at such other place as the holder may Dollars (\$ 178.89----), commencing on the first day of JULY , 19 75 , and continuing on the 89/100-first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

- 1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
- 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (п) interest on the note secured hereby; and
 - (m) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured hereby.
- 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN per centum (10 %) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiarry, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSOTO County, State of Mississippi, after giving notice, by advertising and poeting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the bands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the country or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At an

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

asant la payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. IN WITNESS WHEREOF, the Grantor(s) has hereunto set his first written above. hand(s) the day and year herein STATE OF MISSISSMERK TENNESSEE COUNTY OF Personally appeared before me 1) Val (Car) in and for said County, the within named KERRY D in and for said County, the within named KERRY DUANE LAMBERT and LINDA M. LAMBERT his wife, who acknowledged that t be y signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this I certify that the within instrument was filed for record at / o'clock 30 minutes M. II day of Aune 1975, and that the same has been recorded in Book 186 Page 455 Frecords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the /2 day of of said County. Fees \$ 5.5° pd.

Assignment of this Instrument Recorded in Assignment of this Instrument Recorded in PREPARED OF Warning Walters Arry, 4041 Knight Arm & Foad Mamphis, Tenn. 32.14 MISSISSIPPI D-37416-SR THIS DEED OF TRUST, made and entered into this 12th by and between CALVIN A. BENNETT & WIFE, LINDA JOYCE BENNETT , hereinafter called the Grantor; , bereinafter called the Trustee, and DELTA TITLE COMPANY , a corporation organized NATIONAL MORTGAGE COMPANY , having its principal office and , hereinafter called the STATE OF TENNESSEE 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118 and existing under the laws of post-office address at Beneficiary: WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESONO , State of Mississippi, to wit: LOT 584, SECTION B, SOUTH 4, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 34, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows: Beginning at a point on the Easterly Line of Forest Glen Drive, a distance of 455.69 Beginning at a point on the Easterly Line of Forest Glen Drive, a distance of 455.69 feet Southerly (as measured along the Easterly Line of Forest Glen Drive), from the tangent intersection with the Southerly Line of Fairlane Drive, said point being the Southwesterly Corner of Lot 585; thence N 82⁰02' 06" E, along the line between Lots Southwesterly Corner of Lot 585; thence N 82⁰02' 06" E, along the line between 584 and 585, a distance of 115.73 feet; thence S 29014' 55" E, along the line between Lots 584 and 609, a distance of 113.13 feet; thence S 59⁰00' N, a distance of 60.00 Lots 584 and 609, a distance of 113.13 feet; thence S 59⁰00' N, a distance of feet; thence S 67⁰41'49" N, a distance of 21.83 feet to the Southeasterly Corner of Lot 583; thence N 52⁰07'42" N, along the line between Lots 583 and 584, a distance of Lot 583; thence N 52⁰07'42" N, along the Southeasterly Line of Forest Glen Drive, 137.21 feet; thence Northeasterly, along the Southeasterly Line of Forest Glen Drive, on a curve to the left, having a radius of 50.00 feet, an arc distance of 40.00 feet to the point of beginning, AS PER SURVEY BY R. H. McMULLEN, R. L. S. DATED MAY 9, 1975. The holders of the indubactions described being shall have the opinot at any time to require Crustors to pay to the folders of the indebtedness in addition to and concentral to the monthly bushimant of principal and interest and excess for large and hatery fortunation, a time exact to pay the indebtuliness require the folder of the indebtuliness requires the source and come is available unuse the exceed any instrument which imposes a recleation upon the fur excupancy of the instrument enters inspects a recleation upon the medicand property as the best of race, color of creed. Upon any violation of this codestability, the postupone berein any, at its option, declare the angued trainers of the debt secured harmby immediately due and sayable. of the injectivities and the inference thereon and to be used to proposed the Models incomes when does not provide. If it is amount to held shall of any time to insufficient to pay and inference provides when due and payable, the Granters shall promptly deposit the entire Amount of said deficit. together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY EIGHT THOUSAND TWO HUNDRED AND NO/100-Dollars (\$ 28,200.00-), with interest from date at the rate of SEVEN AND 3/4---- per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE

designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED TWO & 19/100--Dollars (\$ 202.19----), commencing on the first day of JUNE first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY , 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

 He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes,

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(n) interest on the note secured hereby; and

(m) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply.

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal bours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the tands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust until said indebtedness is fully paid and discharged. At any

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term operation of law or otherwise. IN WITNESS WHEREOF, the Grantor(s) ha S first written above. bereunto set HIS hand(s) the day and year herein CALVIN A. BENNETT LINDA JOYCE BENNETT STATE OF MISSISSIPPIK TENNESSEE COUNTY OF SHELBY Personally appeared before me 77) Tallier , the undersigned Tolking public in and for said County, the within named CALVIN A. BENNETT and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this . 1975 . STATE OF MISSISSIPPI, DESCTO COUNTY Witness my hand and seal this the /2 day of

30 minutes | May of Acres 1975, and that the same has been recorded in Book 86 Page 459 records of REAL ESTATE TRUST DEEDS Fees \$ 5.50 pd.

Assignment of this Instrument Recorded in Real Estate 12 This the 30 day of July 19 25

BANCELLED ON AUTHORITY RECORDED IN BOOK 568 PAGE 745 19th DAY OF Jan 10 92 Chancery Cherk by : P. Starky, oc N. V. Leiguson

SIDNEY M. NATZ. ATTY 4041 KNIGHT-ARNOLD ROAD MEMPHIS. TEHM. 38118 DEED OF TRUST D-35198-SR .. 19 75 , among the THIS DEED OF TRUST is made this 9th day of MAY JON L. SCOTT AND WIFE, HELEN G. SCOTT (herein "Borrower"), and the Beneficiary, NATIONAL NORTGAGE CONTROL

, whose address is organized and existing under the laws of STATE OF TENNESSEE (herein "Lender").

4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender"). DELTA TITLE COMPANY (herein "Trustee"),

LOT 1734, SECTION D, BELLE MEADE SUBDIVISION, DESCTO VILLAGE, as shown on plat of record in plat book 10, page 9, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the north line of Bryn Mawr Drive 95 feet eastwardly from the point of intersection of said north line and the east line of Belle Meade Road, said point of beginning being also the southwest corner of lot 1733; thence northwardly 160 feet with the west line of lot 1733 to a point in the south line of Goodman Road; thence westwardly
75 feet with the south line of Goodman Road to a point of curvature to the left with an
internal radius of 20 feet; thence 31.42 feet following said curvature to the left to a point
of tangency with the east line of Belle Meade Road; thence southwardly 120 feet with the east line of Belle Meade Road to a point of curvature to the left with an internal radius of 20 feet; thence 31.42 feet following said curvature to the left to a point of tangency with the north line of Bryn Mawr Drive; thence eastwardly 75 feet with the north line of Bryn Mawr Drive to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 13, 1975.

This deed is being re-recorded forthe purpose of correcting the name of the county.

The belders of the indebtedness described herein shall have the option of any time to require Greaters in pay to the richiners of the indebtedness in addition in and exposured to the monthly instriment of principal and leavest and according to the process of the monthly instriment of principal and leavest and according to the state of the sound beautiful to the event the Holder of the state of the sound process and the state of the state of the state of the past of the holder of the indebtedness requires for 1933 or subsequent south and of the holder and the indebtedness for interest there was to be seen in part of the holder of the indebtedness for interest there was to be seen in part of the holder of the indebtedness for interest there was to be seen in part of the holder of the indebtedness for interest there was to be seen in payable, the Granters shall promptly deposit the enters amount of and deficit.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date or herewith (herein "Note"), in the principal sum of THISTY THREE THOUSAND SIX HUNDRED FIFTY Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future Togerhea with all the improvements, now or hereafter erected on the property, and all easements, rights,

performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-PHIMC-12/71-1 to 4 Family

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lieu which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender way make or cause to be used.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection
with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemna-

tion, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall

not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently,

independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereinder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Berrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a field encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for house-

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. permitted by paragraph 18 hereof.

Non-Unitron COUNANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration handless. Except as provided in paragraph 17 hereof upon Borrower is bruch of any covenant or agreement to acceleration shall mail notice to be considered in paragraph 18 hereof specified in Proceedings of the Covenant of a paragraph 18 hereof specified in paragraph 18 hereof specified in the paragraph 19 hereof paragraph 19 hereof specified in the paragraph 19 hereof specified in the paragraph 19 hereof specified in the notice may repeat to cure such breach (3) a date, not keep a solid of from the date the notice is mailed to Borrower, by which an adding required to cure such breach (3) a date, not keep a solid of the paragraph 19 hereof specified in the notice may require in acceleration of the further demand, and may may declare all of the sums secured by the Deed of Tursen on a before the date in the paragraph 19 hereof paragraph 19 her IN WITNESS WHEREOF, Borrower has executed this Deed of Trusts HELEN G. SCOTT 6812 SELLE MEADE ROAD HORN LAKE, MISSISSIPPI 38637 STATE OF MEXICON, TENNESSEE, SHELBY Property Address Personally appeared before me, the undersigned authority in and for said County and State, the within named JON L. SCOTT AND WIFE, HELEN G. SCOTT who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned Given under my hand and seal of office, on this the Sch day of MAT My Commission expires: My Commission Expires Mortins, 2028 STATE OF MISSISSIPPI, DISOTO COUNTY I certify that the within instrument was filed for record of 2 o'clock and STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at / p'clock 20 minutes P M. day of / 1975, and that the same has been recorded in Book 186 Page 463 records of REAL ESTATE TRUST DEEDS on minutes of Book 1860 Page 443

said County.

Witness my hand and seal this the 12 day of June

Foo and

He dergusor of said County. Fees \$ 5,00 pd.

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Assignment of this instrument Recorded in Real Estate III Book

1113 PAGE 675

THIS 212H DAY OF Many 1999

CHANCERY CLERK

Assignment of this instrument Recorded in Real Estate III Book

No. 299

This the 5 day of July 1983

CHANCERY CLERK

(herein "Borrower"),

las

DEED OF TRUST

THIS DEED OF TRUST is made this 6th day of JUNE , 1975 , among the Grantor, AMY PRISCILLA GEER, single,

Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is

Horn Lake, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto , State of Mississippi:

Lot 14, Fulton Subdivision situated in Section 29, Township 1, Range 6
West, DeSoto County, Mississippi, said plat for subdivision being of record
in Deed Book 32, Page 348 and in Plat Book 3, Page 17, Chancery Clerk's
Office, DeSoto County, Mississippi said lot being more particularly described
as follows: BEGINNING at a point in the North line of Mimosa Drive 532.46
feet West of the intersection of the North line of Mimosa Drive and the West line
of Maywood Drive; thence Northwest and South on a curve to the left with a 50 foot
radius 80.59 feet to a point; thence North 76° 18' 10" West along the line between
Lots 13 and 14 of said subdivision 134.4 feet to a point; thence North 2° 12' East
62.0 feet to a point; thence North 72° 39' 50" East 151 feet to a point; theree South
24° 13' 10" East for a distance of 110.30 feet to the point of beginning.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Three Thousand Two Hundred — — Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on — June 1, 2005 ——; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes assessments. shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Doed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the suppose secured by this Doed of Trust. tional security for the sums secured by this Deed of Trust

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up

the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Chargest Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly fornish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hozerd Insurence. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insufance carrier.

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier fiers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at 's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act bereunder.

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Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemna-

tion, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

Trust.

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13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights bereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by cartified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated berein.

15. Uniform Doed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision, or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Rorrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with necessary by the paties shall provide a period of not less than 30 days from the date the paties is

with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Non-Univois Covenants. Borrower and Lender further covenant and agree as follows:

18. Accoloration, Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust. Include prior to accoleration shall main notice to Borrower the owners are the secondary of the period of the provided in paragraph 14 hereof specifying. (1) the breach; (2) the action required to accoleration shall main notice to Borrower all of the state of the period of trust and the state of the period of trust and the state of the period of trust and shall be active the period of trust and she of the Property of the breach is not control to active may result in acceleration of the Lender at Lender, and the state of the property of the breach is not control to active may result in acceleration of the Lender at Lender, and the property of the property of the breach is not control to the control of the Lender and Lender, and the property of the property of the breach is not control to the control of the Lender and Lender, and the property of the p Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows: In WITNESS WHEREOF, Borrower has executed this Deed of Trust. AMY PRISCILLA GEER 582 Mimosa Prive Property Address Branch, MISS. 3 FL54 DESOTO Personally appeared before me, the undersigned authority in and for said County and State, the within named AMY PRISCILLA GEER. that g he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the \mathcal{G}^{-1} day of JUNE . A who acknowledged . A.D., 19 75 My Commission expires: William E Aland Notary Public Aland STATE OF MISSISSIPPI, DISOTO COUNTY I country that the within instrument was filled for record at 10 o'c'eck and - CED MININGS - B: M 11 STATE OF MISSISSIPPI, DESCTO COUNTY Do minutes A. M. II day of June 1975, and that the same has been recorded in Book 186 Page 467 Foods of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 12 day of 1975. Fees \$ 5,00 pd.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Lucy Nichols, a widow

of the first part, hereinafter designated as the Grantor,

F.C. Holmes, Jr.

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

One Thousand Four Hundred Thirty One and 84/100 --

(\$ 1,431.84) evidenced by

promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 10

per centum per

maturity

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and payable in 24 equal monthly installments of \$59.66 each, with the first of said installments due on or before July 5th, 1975 and one of said installments due on or before the 5th day of each succeeding month thereafter until said debt is paid in full with interest from maturity at the rate of 10% per annum.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged. the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly describe The lands situated in DeSoto County, Mississippi and described as follows:

First Party's undivided one/fifth interest in and to 38 acres, more or less, situated in the Southwest Quarter of Section Thirty Three (33), Township Two (2), Range Nine (9) West, and more particularly described as follows:

The Southeast Quarter of the Southwest Quarter of said Section 33, Township 2, Range 9 West, BUT LESS AND EXCEPT THEREFROM 2 acres in the shape of a rectangle situated in the extreme Southeast corner of said 40 acre tract, and which said exception is more particularly described in deed from Sullivan Nichols and wife, Lucy nichols, to L. C. Pate and wife, dated March 17, 1962 and of record in Book 52, Page 353 of the Deed records of DeSoto County,

Attest

First Party understands and agrees that the failure to pay any one of the aforementioned installments of principal and interest when due shall operate at the option of the owner or holder of said note to mature the entire debt and the same may be declared at once due and payable.

First Party further warrants that she constitutes the widow of Sullivan Nichols, deceased, and he died intestate in the year 1963 leaving surviving him as his sole heirs at law Pirst Party, his widow, and four adult children by his first wife.

This trust deed is in renewal and extension of a prior Trust Deed in favor of The Hernando Bank dated February 25, 1974, and recorded in Real Estate Trust Deeds of DeSoto County, Mississippi in Book No. 171, Page 494 on February 25, 1974, and Trust Deed dated February 3rd, 1975 and recorded in Real Estate Trust Deeds of DeSoto County, Mississippi in Book No. 183, Page 650 on March 13, 1975.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforemaid indebtedness, and any and all other Indebtedness that may become due and owing to the beneficiary under the turns of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary berein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of siturnay's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, thou in that event this conveyance shall be secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successors, shall, at the request of the homeficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Missinsippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or thereof. If the land covered hereby is situated in two or more counties, or in cities of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or bereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the granter. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of timet, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish an-aually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the halongs thereof to the content of the profits and after paying the expense of such receivership apply the halongs the expense. of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes sments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successors or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxfore set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may produce said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in puying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or helder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of June

Lucy Nichols, a widow

STATE OF MISSISSIPPI.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named

Lucy Nichols, a widow

who severally acknowledged that she

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the

10th day of

My Commission Expires: My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESCTO COUNTY An minutes f. M. (1975) and that the same has been state TRUST DEEDS Witness my hand and seal this the Dday of June 1975.

Fees \$ 5.00 pd.

Seaf | B & Gerguson, Clark 474

AGREEMENT EXTENDING DEED OF TRUST

For value received, the undersigned, F. R. Wright, Jr., owner and holder of the Two Hundred Ninety-Seven Thousand, Eight Hundred Seventy-Five Dollars (\$297,875.00) promissory note dated June 11, 1974, secured by that certain deed of trust recorded in Book 176, Page 336 in the office of the Chancery Clerk of DeSoto County, Mississippi, describing two tracts of land in DeSoto County, Mississippi as follows:

TRACT 1 - 130.67 acres, more or less, in Sections 2 and 3, Township 2 South, Range 8 West.

TRACT 2 - 1.01 acres, more or less, in Section 2, Township 2 South, Range 8 West.

Said land is more fully described in the deed of trust in Book 176, Page 336, to which reference is made.

Hereby amends the terms of said note, and extends the time for the payment of the principal of the indebtedness evidenced thereby as follows:

The installment due June 11, 1975 in the principal amount of Fifty-Nine Thousand, Five Hundred Seventy-Five Dollars (\$59,575.00) and the annual interest on the indebtedness due June 11, 1975 shall be paid when due on June 11, 1975.

The principal balance then remaining of Two Hundred Thirty-Eight Thousand, Three Hundred Dollars (\$238,300.00) shall be due and repayable in eight (8) equal annual installments of Twenty-Nine Thousand, Seven Hundred Eighty-Seven and 50/100 Dollars (\$29,787.50) each, the first installment due June 11, 1976 and one installment due annually thereafter until paid in full, with the annual interest on the unpaid balance due with each installment.

In all other repects, said note and deed of trust shall remain unaffected, unchanged and unimpaired by reason of the foregoing extension and amendment.

And, the undersigned, Churchwood Development Corporation, owner of the property covered by said deed of trust, and the maker of the note secured thereby, hereby accepts the foregoing extension and amendment, and in consideration thereof, agrees to pay the indebtedness evidenced by said note and secured by said deed of trust according to the terms thereof as above extended and amended. The undersigned

Trustee, Walter Dreaden, joins in the execution hereof for the sole purpose of evidencing his consent as Trustee under said deed of trust to the foregoing extension and amendment.

The Chancery Clerk of DeSoto County, Mississippi shall record this extension and agreement and make a notation on the margin of the record of the deed of trust recorded in Book 176, Page 336 in his office.

WITNESS the signatures of the parties this 11th day of June, 1975.

F. R. WRIGHT, JR. OWNER

CHURCHWOOD DEVELOPMENT CORPORATION

BY: William B. May for

ATTEST:

May Bostu

SECRETARY

Malter Dreaden, TRUSTEE

STATE OF Manualfe

This day personally appeared before me, the undersigned authority in and for said County and State, the within named William B. Gay, Jr., President, and Max B. Ostner, Secretary, of Churchwood Development Corporation, who acknowledged that they signed the above and foregoing Agreement Extending Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the // day

Notary Public Sethe

My Commission expires:

3-24-19

STATE OF MISSISSIPPI

COUNTY OF Melite

This day personally appeared before me, the undersigned authority in and for said County and State, the within named F. R. Wright, Jr., Owner, and Walter Dreaden, Trustee, who acknowledged that they signed and delivered the above and foregoing Agreement Extending Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the $\frac{1}{2}$ day of June, 1975.

My Commission expires:

Notary Public A Sthere

STATE OF MISSISSIPPI, DESCRICTORY

I certify that the within instrument was filed for record at 4 o'clock recorded in Book As Page 4174 Hoords of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 2 day of June 1975.

Fees \$ 3.50 pd.

SEAL H. H. L. L. L. L. L. CLERK

COMMERCIAL AND INDUSTRIAL BANK, GRANTOR

TO

PARTIAL RELEASE

JERRY S. KELLY, GRANTEE

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, Commercial and Industrial Bank does hereby release from the lien of that certain deed of trust given by Jerry S. Kelly to Commercial and Industrial Bank dated April 4, 1974 and recorded in Trust Deed Book 173, page 607 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereinafter described land in DeSoto County, Mississippi as follows, to-wit:

Part of the Northeast Quarter of Section 27, Township 2, Range 7 West more particularly described as COMMENCING at the Northeast Corner of said Section 27; thence south along the centerline of Malone Road 1139 feet to a point; thence west along the north line of the Jerry S. Kelly tract 2,103.29 feet to an iron pin set in the Northwest right-of-way of the Nesbit-Pleasant Hill Road being the point of beginning and the Northeast Corner of the described tract; thence north 89 degrees 40 minutes 24 seconds west 537.66 feet to an iron pin set by R. L. Cooper in 1954; thence wouth 00 degrees 20 minutes 46 seconds west, 407.69 feet to an iron pin set in the Northwest right-of-way of the Nesbit-Pleasant Hill Road; thence along said right-of-way with the following calls:

21 minutes 00 seconds left, radious is 1457.38 feet, arc length is 161.52 feet

north 46 degrees 14 minutes 15 seconds east 173.36 feet

with a circular curve, whose central angle is 24 degrees 22 minutes 09 seconds right, radious is 812.85 feet, arc length is 345.72 feet

to the point of beginning, containing 2.20 acres, more or less, located in the Northeast Quarter of said section.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi, is hereby requested and authorized to record this release and to make any and all marginal notations to rully perfect the same.

Witness the signature this the 29 day of August, 1974.

COMMERCIAL AND INDUSTRIAL BANK

STATE OF MISSISSIPPI COUNTY OF DESCRIPTION

Given under my hand and official seal of office this the 29th day of August,

Notary Public

My Commission Expires:

I certify that the within instrument was filed for record at to clock recorded in Book Page 4nn records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the Law of June 1975.

SEAL H. H. Jergust, CLERK

USDA-FmHA Form FmHA 427-1 MS (Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIP

FULLY PAID AND SATISFIED

by and between the undersig	le and entered into this day. ned William J. Faul M. Faulkner	June 11, 1975 (Date) (kner and wife,	
	eSoto amsburg Lane, Hernar rower," and Aaron R.	ido	, Mississippi, whose post office , Mississippi 38632
WHEREAS. Borrower is j assumption agreement(s), her shall be construed as referrir executed by Borrower, being	ustee," and the United States of A of Agriculture, beneficiary, herein ustly indebted to the Government ein called "note" (if more than or ig to each note singly or all note g payable to the order of the Government bettedness at the option of the Government	as evidenced by one or more note is described below, the collectively, as the context	witnesseth that: e certain promissory note(s) or te word "note" as used herein may require), raid note being
June 11, 1975	\$23,000.00	8 1/8%	June 11 2000

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949; And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, on in the event the Government abould assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not accure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute on indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi. County(ies) of

DeSoto

The land in the Town of Hernando, DeSoto County, Mississippi described as Lot 14, Section C, Oaklawn Subdivision in Section 13, Township 3, Range 8, as shown by the Plat recorded in Plat Book 4, page 29 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exceptions: Over

FmHA 427-1 MS (Rev. 5-14-74)

Exceptions:

1. Subdivision and zoning regulations in effect in the Town of Hernando.

2. 1975 taxes not yet due or payable

3. Restrictive covenants as shown on plat of said subdivision.

Right of way for roads and utilities.

together with all rights, interests, easements, hereditaments and appartenances thereunto belonging, the rents, issuer, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes drivers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to burrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to recore prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge. (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnity and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
 (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

 (10) To comply with all laws, ordinances, and regulations affecting the property.

 (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys fees, trustees fees, court costs, and expenses of advertising, selling, and conveying the property.

 (12) Neither the property not any portion thereof or interest therein shall be leased, assigned, sold transferred, or
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

 (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting
- the lien or priority bereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

 (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land hank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- purchased in a cooperative lending agency in connection with such loan.

 (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee here-
- under, are hereby waived.

 (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of horrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof. (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby. (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws. (a) providing for valuation, appraisal, homestead or exemption of the property. (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought. (c) prescribing any other statute of limitations. (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy. (23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin. (24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof. (25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration. United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above. (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions bereof are declared to be severable. Dorraine M. Faulkner STATE OF MISSISSIPPI ACKNOWLEDGMENT COUNTY OF DeSoto Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named William J. Faulkner and Lorraine M. Faulkner who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned Given under may hand and official seal this 11th day of June ___, 19_75__. (SEAL) Notary Public (Title) My Commission Expires: Jan. 24, 1977 STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 4 o'clock recorded in Book 186 Page 419 Seconds of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 12 day of Fees \$ 5.00 pd. 1975.

Mississippi Bankers Association Form No. 1 (Revised Dec. 1985) L.A.N.D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

BENNIE E. WORK (Being One and the Same Person as B. E. WORK), and wife, RUTH S. WORK, of the first part, hereinafter designated as the Grantor.

WILLIAM H. AUSTIN, JR., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Thousand Six Hundred Eighty-Two and 08/100 * * * * * * * * * * * * DOLLARS (\$-3,682.08) evidenced by One (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten (10%) per centum per annum after paturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: thirty-six (36) equal consecutive monthly installments of One Hundred Two and 28/100 Dollars (\$102.28) each beginning on July 13, 1975 and monthly thereafter until paid infull.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

(Description of Property attached.)

Part of the South Half of the Northwest Quarter of Section Thirty (30), Township Three (3), Range Seven (7) West, described as beginning at a point in the North line of the South Half of the Northwest Quarter of Section 30, Township 3, Range 7 West, which point is 417.42 feet east of the east right-of-way of U. S. Highway 51 opposite station 82 plus 00 as measured along said north line; thence north 84 degrees 30 minutes east along said north line 208.71 feet to a point; thence south 4 degrees 45 minutes east 417.42 feet to an iron pin; thence south 84 degrees 30 minutes West 208.71 feet to an iron pin; thence north 4 degrees 45 minutes west 417.42 feet to the point of beginning, said point of beginning being the Perryman Northeast corner, containing 2.0 acres, more or less. All bearings are magnetic. Being the same 2.0 acres conveyed by Curtis H. Allday, et ux, to Tom R. Chandler and Nina C. Chandler by Warranty Deed dated December 29, 1962.

Contright Mississippi Bankers Sussciation

This 30 the and June 19 June 1

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether strached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prumpt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate barein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and offert. But if default is made in the payment of the note or notes secured hereby, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the automated hereby sell and note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the boneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section \$83 of the Mississippi Code of 1942 and amounts after a property and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby b

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish unnually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and prefits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other approach account hereby at once due and demandable and to have the property attentions and relative true. the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and say and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance in placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and taxes or assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustes, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustes herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the -11th day of June, 1975.

BENNIE E. WORK (Being One and the Same Person as B. E. WORK)

COUNTY OF DESCTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named BENNIE E. WORK (Being One and the Same Person as B. E. WORK), and wife, RUTH S. WORK,

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand, and official seal, this the 11th day of June, My Commission Explose: Jan. 24, 1979

STATE OF MISSISSIPPI DESCTO COUNTY 45 minutes A. 12 days June of said County	was filed for record at 9 o'clock 1975, and that the same has been the DEAL ESTATE TRUST DEEDS	
Witness my hand and seal this the	12 day of June 1975	
5.00 pd.	H. G. Herguson, Cle	LH

CANCELLED BY AUTHORITY RECORDED IN BOOK
219
PAC 826
THIS 27 DAY OF DEC 1077

27 DAY OF DEC 1

Ministrappi Bankers Association Form No. 1 (Revised Dec. 1955) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between MARY V. REYNOLDS, a single woman,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

(\$ 3,344.70) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate often (10) per centum per annum after

maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in thirty (30) monthly installments of principal and interest in the amount of ONE HUNDRED ELEVEN AND 49/100 DOLLARS (\$111.49) each, with the first of said monthly installments being due and payable on or before July 5, 1975, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter until all of said indebtedness shall be paid in full.

This instrument is subordinant to that instrument of record in Real Estate Trust Deed Book 121, Page 49 of the land records of said County and State.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW. THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Twenty-Six (26), Township One (1), Range Eight (8),

State of Mississippl, and more particularly described as follows, to-wit:

Lot 2973, Section N, Southaven West Subdivision, as recorded in Plat Book 5, Pages 8 and 9 of the land records of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular

description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforemid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate berein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts accured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the heneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to saidly the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of anie as required by Section 88s of the Missinshpil Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale bereunder, may be made by any officer th

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Piret. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgagos and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard to fuch reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and pro-fits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness accured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesald upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at ence due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance es herein required, the beneficiary, or the owner or helder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall said. be covered by this conveyance and shall be due and demandable on the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formai notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or helder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument,

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 12 th day of flow 1975 Mary 2) Keynalds

STATE OF MISSISSIPPI, COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid.

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 19th day of fine My Commission Expired My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, RESCTO COUNTY 30 minutes A M. 12 day of June 1975, and that the same has been recorded in Book 186 Page 466 Pecords of REAL ESTATE TRUST DEEDS

Fees \$ 5.00 nd.

Witness my hand and seal this the 12 day of gent ses \$5.00 nd.

DEED OF TRUST

Two acres in the South Half of the Southwest Quarter of Section 25, Township 2, Range 9 West, described as beginning at a stake 2055 feet East of the Southwest Corner of the Southwest Quarter of said Section 25, which point is in the center of a public road and is the Southwest Corner of the five acre tract conveyed to Everett H. Hill, et ux, by deed recorded in Book 47, Page 99; thence North 420 feet to a stake; thence West with the South lines of a two acre tract owned by L. L. Barnes, et ux, a distance of 210 feet to a stake in the Northwest Corner of the two acre tract sold to E. T. Kilpatrick, et ux, by deed recorded in Book 47, Page 513 (which lot is now owned by Robert D. Cook, et ux); thence South with the East line of the Cook Lot 420 feet to a stake in the South line of said Section; thence East 210 feet to the point of beginning, and being part of the land conveyed to G. L. Watters, et ux, by E. D. Stockton, et ux, by deed recorded in Book 28, Page 322, of the Land Deed Records of said County.

10.80 Jegnison ERK PS.

Toolithus with all the improvements, new or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of ----Nine Thousand----- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on -----July 1,1985----; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances")

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

- Uniform Covenants. Borrower and Lender covenant and agree as follows:
- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
- 2. Funds for Toxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrewer and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- Hazard Insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that

Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed

of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor

offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not α Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

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12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) the creation of a purchase money security interest for household appliances, (e) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

expiration of such period, Lender may, without further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in page 17 hereof, upon Borrower's breach of any semant companies of Borrower in this Deed of Trust, including the severant of agreement of agreement of agreement of Borrower in this Deed of Trust, and the provided in page 18 hereof, upon Borrower's breach of any semant companies to describe the breach; (2) date not less than 30 days from the date the notice is mailed to Borrower, by which much breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and also of the Property. If the breach is not cured on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and also of the Property. If the breach is not cured on or before the date specified in the notice in the notice of the sums and the property of the breach is not cured on or before the date specified in the notice of light demand, and may move there all of the sums secured by this Deed of Trust to be immediately due and payable without for the demand, and may move there all of the sums secured by this Deed of Trust to be immediately due and payable without for the demand, and may move there all garden and the trust of the control of the demand, and may move the result of the trust of the property of the control of the property of th

Wilton E. Hill, Jr. Barrower Hartle Q. Hill -Borrower Martha J. Hill Route 1, Box 71-B Lake Cormorant, Mississippi 38641

STATE OF MISSISSIPPI -------DeSoto----- County 88:

Personally appeared before me, the undersigned authority in and for said County and State, the within named a second solution E. Hill, Jr. and wife, Martha J. Hill--- who acknowledged that the signed and delivered the foregoing instrument on the day and year therein mentioned.

Old Minder my hand and seal of office, on this the 10th day of June A.D. 19 75 Edna & Cam Poly Calemianion expires: April 9, 1979.

STATE OF MISSISSIPPI, DESOTO COUNTY

filled for record of 11 and k and * STATE OF MISSISSIPPI, DESCTO COUNTY No minutes A. M. 12 day of June 1975, and that the same has been not recorded in Book 196 Page 489 Goords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 12 day of Fees \$ 5.00 pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK THIS

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

Billy Loftin

of the first part, hereinafter designated as the Grantor,

James E. Woods,

Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank & Trust

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

(\$ 7,339.68

) evidenced by a promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ten (10%) per centum per

, providing for the payment of attorney's fees in case of default and being due maturity

and payable as follows, to-wit: Due and repayable in 36 equal amortized monthly installments of \$203.88 each, the first installment to be due and payable on or before the 5th day of July, 1975,

and one installment due on the same day of each month thereafter until paid in full.

Party of the first part reserves the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

sippi, and more particularly described as follows, to-wit:

COMMENCING at a point in the South line of Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi, said point being 239.4 feet Eastwardly from the Southwest Corner of the Southeast Quarter of said Section; run thence North 5° 30' West 624.07 feet to a point, said point being the point of beginning of the herein described tract; thence continuing North 5° 30' West $624^{\,07}$ feet to a point; thence North 84° 45' East 199.4 feet to a point; thence South 5° 30' East 624.07 feet to a point; thence South 84° 45' West 199.4 feet to the point of beginning and containing 3 acres, more or less, and being located due North of 3.0 acres conveyed to David L. Loftin by deed recorded in Deed Book 94, Page 3, Land Deed Records, DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereou, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforestid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of promiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and domandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving netice of the time, place and terms of anic as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby i

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Pirst. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings automprovements on said premises insured against loss or damage by fire, storm, war damage and other hazard in said reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may be easter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustes or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-with respect to such insurance premiums, be conclusive evidence as between the parties to this convey

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said mis as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the ______ day of _June, _____ 1975.

PUBLIFUR		Billy Loftly	A John Street	
STATE OF MISS	ussippi. Soto			
This day per the within name	sonally appeared before me, the unde Billy Loftin		nd for the State an	
signed and delive	red the above and foregoing deed of t	rust on the day and ye	ear therein mention	ed.
	my hand and official seal, this the		shi B. J	1975.
ATE OF MISSI	SSIPPI, DESOTO COUNTY		A	fotary Public

Person responsible of Tax Send Tax Notice to

Charle Glenn Holliday Rt.#3, Box LB-3 Hernando, Ms. 38632

Deed of Trust

THIS INDENTURE, this day made and entered into between	Charles G. Holliday, and
Wife, Alice Paye Holliday, Parties	
of the first part, hereinafter designated as the Grantor, T. R. Sn	nith, Party
	of the second part, hereinafter
designated as Trustee, and Hamilton First American Ban	ık, Party
of the thi	ird part, hereinafter designated as the
Beneficiary.	

WITNESSETH: That whereas the Grantor is justly indebted to the Beneficiary in the full sum of Nine thousand four hundred sixty five and 96/100---- (\$ 9.465.96) evidenced by a certain promissory note of even date herewith, made by the Grantor payable to the order of the Beneficiary at its office at 5384 Poplar Ave., Memphis, Tenn. or such other place as the holder of said note may from time to time designate in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment, with interest at the annual rate of 11.37 per cent., principal and interest payable as follows:

One principal note of even date, repayable in 84 monthly installments of \$112.69 first said install ment being due on June 15, 1975 and one such installment on the 15 day of each month thereafter until debt is paid.

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebtedness together with any other indebtedness, that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the Trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said Trustee, the following premises, with the buildings and improvements

thereon, situated in Hernando . County of DeSoto . State of Mississippi, and more particularly described as follows, to-wit:

Property commonly known as Rt. 3, Box LB 3
Lot 3 of Lambert Subdivision as recorded in Plat Book 7, Pages 3, 4, and 5 and in the revised plat thereof in Plat Book 9, Pages 6, 7, and 8 all being of record in the Office of the Chancery Clerk of DeSoto County, Mississippi; the land lying and being situated in Section Twenty (20), Township Three (3), Range Seven (7) West, Desoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof. In consideration of the premises it is further agreed and stipulated between the parties hereto as follows: 1. Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon. 2: Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property. 3. Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property. 4. Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof. 5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent, per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust. 6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at all per cent, per annum, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder. 7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits. 8. The coverants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns. Beneficiary may without giving notice to the original or any successor trustee, or to the Grantor herein, and without regard to the willingness or inability of any such trustee to act, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of the trust as are vested in the trustee as herein named.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable, without notice and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the Trustee, or any successor trustee, may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the Trustee, or any successor trustee, may sell the whole in any of the counties, he shall pay said indebtedness remaining unpaid, and any balance remaining in his hands shall be delivered to the Grantor, or to his proper representatives, agents or assigns. In case of such sale, the Beneficiary shall have the right to purchase said premises or any part thereof.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 20 day of May , 19.75.

RETURN TO: T. R. SMITH VICE PRESIDENT HAMILTON FIRST AMERICAN BANK 10 BOX 1959 MEMPHIS, TENN. 38101

Charles G. Holliday

Alice Faye Holliday

STATE OF MINISTER

COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named __Cherles G. Holliday and Alice Faye Holliday who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20 day of May , 19 75

Notary Public

MY COMMISSION EXPIRES DEC. 20, 1977

My Commission Expires:

CANCELLED BY AUTHORITY ESCOPPED IN BOOK 198 MG 229 MIS 8 DAY OF Gorio 10 16 day suct. CHANCERY CLERK

AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC. 1547 Stateline Road Southaven, Mississippi 38671 LOAN NO. 055- 12174 AMOUNT OF LOAN 3784.77 AMOUNT OF INTEREST 2791.23 DEED OF TRUST AMOUNT OF SERVICE CHARGE his Wife hereinefter called the Grantor; Robert Q. Whitwell having his principal office and post office address at 1547 Stateline Road Southaven, Mississippi Inc.

Necessity to the Beneficiary:

WHEREAS the Grantor is both. THIS DEED OF TRUST, made and entered into this 10th clay of June
John R. Mcneely 19 75 by and bets hereinefter celled the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Six Thousand, Five Hundred, Seventy six Dollers (\$ 6,576.00), evidenced by a Loan Agreement and/or promissory note, hereinefter referred to a Note", deted 6-10-75

herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 48 monthly destallments of \$ 137.00 commencing on the 16th day of July 19.75, and like payments on the same day of such successive month thereafter until paid in full, together with later charges, court cost, collection expenses, attorney less and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and self-unto the said Truster the following described land and provided with all hereditaments and appartenences thereunto appartaining, lying, and being situated in the city or town of payment of DeSoto. Mississippi, and more particularly described as follows, to wit:

Lot 50 Section A, Hernando Estates Subdivison in Hernando, Mississippi as recorded in Flat Book 3, Page 33 and 34, in the office of the chancery Clerk of Desoto County, Mississippi, and being part of the West half of Section 7, Township 3, Range 7 West.

intend by law.

Its convergence, however, is in trust, and should Gramor pay the aforesaid note at maturities and otherwise perform at the gramor first, or should otherwise the forest that Gramor should fall to pay the aid indehendate, or any installment or part of the state of the pay the said indehendate, or any installment or part of the said otherwise tail to perform any of the terms and conditions of the said note, there said Trustes shall, upon demand of said Benstons, or saying, whether or not all of said indehendates shall have become due, and, at public outcome, to the highest bidder for cost, with a said at the countries of the affects of the said indehendates shall have become due, and, at public outcome, to the highest bidder for cost, with a said at the countries of the affects of the affects

Grantor coverants at all times to do all things recessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any title, to intervene and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it is respect of any such sold all things recessary to defend the strength of the property or affecting such title and to employ independent coursel in commission with any said to which it may be a serry by intervention or otherwise, and upon demand Grantor defends agrees to pay the Beneficiary's lient or rights hereunder, including reasonable expenses in the second of any such state and grantor will indemnify and hold the Beneficiary harmies from and against any and all such coult, these and expenses, in the exempt of the prior deed of trust or in the exent of default in payment of any indebtecless secured by this Deed of trust or lient of the payment of any indebtecless secured by any other prior lies when due, at its option, declare the entire indebtecless secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaults of subrogation, and the Beneficiary shall have a fen for the same with interest at the highest lawful contract rate from date until paid, and the Trustice shall have all of the powers of sale or otherwise. This Deed of Trust may be assigned by the Beneficiary and when to assigned the assigner shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the assigner shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the assigner shall have all of the rights and privileges given to the Beneficiary when the said Beneficiary, its successors, assigns or legal representatives, or any owner of the above mentioned note, or either of them, shall for any reason desire so to do. If there be right than one trustee, either or both

1	May	Sknature of Granto	John R. McNeal	(LS)
Marall Lwooh		Signature of Granto	Tola McNealy	(1.8.)
STATE OF MISSISSIPPI	GRANTORS AC	KNOWLEDGMEN		
This day pertunally appeared bet	the time time (impartment)	uncon un molte n	tie above styled jurisdiction, and	
John R. McReely	and Lold	MoNeely	, blu Wif	G /
who acknowledged that (he) (she) (they) (her) (their) free and voluntary act and or Que uoder mystered and official sea	ind.		A.D. 19 25	named as (his)
(SEAL)		10	al & mate	
C0.11		Notary Public	My Commission Expire	f August 24, 197
STATE OF MISSISSIPPI COUNTY OF This day personally appeared before		NOWLEDGMENT		
Instrument, who, being by me first duly sw	com, updos fala ciatti eteromaeth	And Sallis that he may be	one of the subscribing witnesses t	to the foregoing
and) subscribed thereto, sign and deli	ver the same to
			on thereto as a witness in the press	nce of the said
the other subscribing witness: that he saw			nd	Hans midstribe
his name as witness thereto in the present	e of the said		and his	
and that the subscribing witness subscribe				therein named.
Sworn to and subscribed before me.	this the day	01	A.D. 19	
196761		Notary Public		
INDIVIDUAL ACKNOWL	EDGMENT			and the same of th
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	Frid, Salistied and Conselled 13 day of Oct 18.75 Millian Van Buttle and Turbres - Utgarchen Allest
	Chancery Clark & 2. so colleged
This Deed of Trust, this day made	
Victor M. Froemel and w	
hereinafter referred to as the Grantors (w	
as Trustee, hereinafter referred to as the	Trustee, for the benefit of
hereinafter referred to as the Beneficiary,	Witnesseth That:
Whereas, the Grantors are justly	indebted to the Beneficiary in the principal sum of
Dollars (\$ 5,000,00), together with in	turnet themen to 10
per annum, said principal and interest being	the rate of per centum
\$5,000.00 on their note of even dot	e and like amount due November 1, 1975
amount due thereunder not paid at maturity per annum until paid, and a further provision amount due thereunder at maturity and said	a negotiable promissory note this day executed by the which said note contains a provision to the effect that any shall bear interest thereafter at the rate of six per centum to the effect that if default is made in the payment of any note is placed in the hands of an attorney for collection, ditional reasonable percentum of the principal and interest ction; and
Whereas, the Grantors have agreed and the faithful performance of the agreeme	to secure the payment of said indebtedness at maturity,
The Grantors expect the Grantees t	o advance him there there many to the
dise in the amount of 35,000,00	Dollars at the discretion of the Gentlers during
the year 19	months after date and the Grantors, in order to secure ances that may be made as aforesaid, hereby execute this

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors

County, Mississippi, to-wit:

do hereby sell, convey and warrant unto the Trustee the following described land in...

500

lot 496 in Section D of Buens Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said Lot being situated in Section 13, Township 4, Range 8 West.

Together with all improvements thereon.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafer located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust. In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness			
	he signatures of the	Grantors on this the 10 d	lay of,
1975			
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		Vietn M. P.a.	Serre X
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COUNTY OF _	Tate		
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personally appear	ed the within name		
		Victor E. Proemal an	
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Witness my hand and sen! Fees 8 4.50 pd.	SEAL H. H.	June June	1075
		1	GLERK

THIS ROBERT W. and SECUR

TRUST DEED

THIS INDENTURE, made this the 6th day of June, 1975, between ROBERT W. MAHONEY and wife, DOROTHY J. MAHONEY, Party of the First Part, and SECURITY BANK OF SOUTHAVEN, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWENTY THOUSAND and NO/100 DOLLARS, with interest from date at the rate of Ten percent (10%) per annum, due and payable on or before December 3, 1975, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Arthur E. Huggins, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot No. 9 of Ridge View Subdivision, as shown on plat appearing of record in Plat Book 12, Pages 41-44, in the land records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 West.

The hereinabove described land is conveyed subject to road rights of way, public utility easements, and zoning and subdivision regulations of DeSoto County, Mississippi; maintenance assessments, conditions, restrictions, and provisions of Ridge View Subdivision as set forth on plat of record in Plat Book 12, Pages 41-44 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 6th day of June, 1975.

Robert W. Mahoney

Dorothy J. Mahoney

Dorothy J. Mahoney

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert W. Mahoney and Dorothy J. Mahoney, who did acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 6th day of June, 1975.

My Commission expires:

Sellie M. Braswell

My Occamistical Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

30 minutes A. 12 day of 1975, and that the same has been recorded in Book 186 age 504 Tords of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 12 day of 1975.

Fees \$ 2.50 pd.

INE H. Y. Gerguson, CLES

505

FOR REAL ESTATE, CHATTEL OR BOTH

James B. Leonard, et ux	.//		
	THIS INDENTURE, Made this	day of June	10 75
To { DEED OF TRUST	between James B. Leonard and w	nife, Joye F. Leomard	
The Hernando Bank	The Hornanda Bank		, of the first part,
	The Hernando Bank	- 1 1 1 2 	f the second part,
	WITNESSETH, That whereas, said part 10	S of the first part, being indebted to the	and part y
and n0/100 (\$2 360 00) and	of the second part in the sum of Two. Thousa	nd Three Hundred Sixty	Dollars
from maturity, due and ren	denced by a promissory note o	f even date, bearing 10	% interest
and final installment of S	ayable in 35 equal monthly in 65.40, first of said installm	stallments of \$65.56 an	d a 36th
and one installment due ea	ch succeeding month thereafte	ents shall be due July	15, 1975
	and part may furnish the party of the first past duri		
paid by George S. McInguale	commerciation of the premises, and of the agor of On-	w Dollar to the part. 1 a.c.	
bargained, and sold to the said Trustee the follo	. Treatise, the control of the County of I		
Annual Control of the	either a familied or tenest-prather is cultivated, or brothout or tenest and all	The state of the s	
Lots 157 and 158, Section /	A, Lake of the Hills Subdivis	ion as shown on recorded	plat in
FM DOOK 2, rages 29-33 in	the office of the Chancery C	Lerk of DeSoto County 1	Hondandont
being situated in Section 2	erence is made for a more par	ticular description. Sa	iid lots
A failure to pay said insta	illments when due shall operat	te to cause the entire :	mpaid
investences to become imme	diately due and payable at th	he outling of the more o	and balling
said indebtedness before me	11d note shall have the right	to pay all or any part	of the
The state of the s	currey without penalty.		
bloodd the Trustee at any time believe and session of said property and sell the came as here	I property, or any part thereof, exchangered as a section below directed. Should the part 1895 of t	urity for said data	the th take pos-
THE RESIDENCE THE PROPERTY OF THE PARTY OF T	EUO1 19 164 this in	decreased to be both but in dall to at many	
wests your bemeanous of easy backersh' winy signs in	ving notice of the time, place and terms of sale, by	collections becoming to Low to the Co.	
seem or applied to the juriment of said instabled	der for each, at such time and place or he shall de me and all costs hazared berein, and if there be a sa	reduction with surplus shall be refusable to it.	100
the one than board to came of future or townsitty too	the part of said Trustee to execute the trust begins a	sentialed, the part of the second of	its_
Witness our signature g	es, can at any time appoint a Tenstee fact in his ;	teal.	\circ
Withers		un 3 Lesnon	
STATE OF MISSISSIPPI, DASOTO COUNTY.			
balletill agreed before me the ur	ndersigned authority	of said County, the	e within assed
James B. Imprard and wife	2		
	al delivered the foregoing Dood of Trust on the die	y and year thereis mentioned.	
Green the limit and official scal, this	day at June	19/75	
My Commission Expires:	(SEAL) Notary I	Public	Clerk
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	n _r	/	D C.
STATE OCHUMNING, DESOTO COUNTY.		4	1
Before me	of sa	id County, this day personally appeared the	e above named
the state of the same the above named	and of the mostrolog witnesses to	the foregoing Deed of Trust, who, being fi	
THE OF MISSISSIPPI DEC	OTO COUNTY TO the und Trustee;	that he, this deponent, subscribed his non	se as a witness
10 minute of the with	in instrument was filed	the street of th	cribing witness
corded to B. 12	day of was filed	for record at	10 1415/11
		and that the	o'clock
Witness my band	DE REAL	ESTATE TRUST DEEDS	as been
Witness my hand and seal	in instrument was filed day of Dune 1975, 505 Doords of REAL this the /3 day of	DEEDS .	-
es \$ 2.50 pd.	1 Out	June	1975.
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This instrument prepared by:_

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed..., heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor to Allied Investment Company as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed-; and WHEREAS, All of the notes described in and secured by said trust deed... have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed...; and WHEREAS, Said trust deed.__ are briefly described as follows, to-wit: GRANTOR Date of Instrument Recorded Description of Property Roger D. Armstrong & December 31. 1962 Book 67 Page 295 Lot 464, Section "B" Mary Armstrong SOUTHAVEN SUBDIVISION ERIE COUNTY SAVINGS BANK NOW, THEREFORE, in consideration of the premises the undersigned as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim. S and conve?— unto said grantor. The ir heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The understand.

ENIE COUNTY SAVINGS BANK The undersigned, _______ covenants with the said grantor 5 that ______ the legal owner 5 and holder 5 of the notes described in and secured by said trust deed, and that _____ he have the lawful right to release and discharge the lien thereof. IN WITNESS WHEREOF the said sed its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 30th day of ERIE COUNTY SAVINGS BANK STATE OF TENNESSEE 19 before me, a Notary Public is and for said State and County, duly commissioned and qualified, personally appeared me known to be the person __ described in and who executed the foregoing instrument, and acknowledged that __ he __ executed WITNESS my hand and Notarial Seal at affice the day and year above written, Notary Public Qualified in the County

My commission expires My Commission Expens March 20,7576 Noticy Public * Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
recorded in Book 11 Page 507 June 1975, and that the same has been
of said County

Witness my hand and seal this the 42 day of June 1975.

Fees \$2.50pd.

SEAL H. H. H. J. June 1975.

CORRECTION PARTIAL RELEASE

E

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated February 15, 1973 executed by B. G. & T., Inc.
to C. B. Henley as Trustee(s) Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 154 . Page 181 . In the office of the
Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey remise.
release and quitclaim unto the said <u>B. G. & T., Inc.</u> the following described property located in DeSoto County, Mississippi, to-wit:
Lot 158, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.
The purpose of this Correction Partial Release is to void the Order to Clerk to Cancel Deed of Trust of record in Book 154, Page 181, which Order to Cancel was filed for record Feb. 5, 1975 at 10:00 A.M. and recorded in Book 183, Page 169, in the office of the Chancery Clerk of DeSoto County, Miss.; said instrument released the following lots from the Deed of Trust: Lots 115, 116, 117, 118, 121, 122, 129, 130, 158, 165, 166, 167, 168, 210, 211, and 219, Section A, Holly Hills Subdivision in Section 30, Township 1 South, Range 8 West, DeSoto Count ONLY the following lots have been released by Partial Release: Lot 115-Bk. 185, Pg. 374; Lot 117-Bk. 175, Pg. 359; Lot 168-Bk. 171, Pg. 621; and Lot 158 by this instrument.
Lots 116, 118, 121, 122, 129, 139, 165, 166, 167, 210, 211, and 219, Section A - Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Miss. still have the lien of DT 154-181 upon them.
To have and to hold the aforedescribed real property unto the said B. G. & T., Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.
But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.
WITNESS our signatures this thetay of _June
ATTEST: BALLEY MORTGAGE COMPANY
Thilliam (Get This Sal
William Cook, Vice President STATE OF MISSISSIPPI COUNTY OF HINDS
PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Paul J. Salvo and William Cook who acknowledged that as Comptroller and Vice President respectively, for and on behalf of and by authority of Bailey Mortgage Company they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and seal of office this the 6th day of 1975.
My commission expires: Licille Bloca. Notary Public
My Commission Expires Oct. 31, 1978
STATE OF MISSISSIPPI, DESOTO COUNTY Learning that the viction instrument was filed for record at 9 o'clock 30 minutes A. 12 day of 9 1975, and that the same has been recorded in Book 186 Page 508 Pecords of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of gune 1975. Fees \$2.50 pd.
SEAL H. Terguson, CLERK

TENNESSEE STATE OF XNEXIXEL DESCRIPTION Shelby						0
KNOW ALL MEN BY THESE	PRESENTS: That A11	-State Hom	es of Memp	his, Inc	eur)	
of Memphis, Shelby Co		0.6				
bearing date the 5th day o	April	62	beneficiary, does I	wereby certify to Wilton	hat a certain E. Hill	trust de 1 - Tr
	, Jr. Arling	ton. Tennes				
				D. B. C	rawley	, Tru
the above named beneficiary, and rec			DeSota			
County, in the State of Mississippi in	Real Estate	Trus	f Deed Record No	63	on page	273
of the Record of Trust Deeds, on the	20th day of	Appril			62	
and satisfied, and I do hereby authoric	to the Clerk of the Character		DeSoto	A. D. 19	Is now	fully pai
County to enter satisfaction and certificated County	cate of payment in full upo	on this said instrum	sent and that this	order be recor	ded in the	records d
said County also as provided by law. DATED this the 6th		1975. ALL-STAT	E HOMES OF	² MEMPHIS	S, INC.	
said County also as provided by law.		1975. ALL-STAT		² MEMPHIS	S, INC.	
said County also as provided by law.		1975. ALL-STAT	E HOMES OF	² MEMPHIS	s, INC.	
TENNESSEE STATE OF MASSACRATE County. Personally come and appeared before and for County and State aforesaid.	day of June,	BY: BY: a Note of Memphism, Preside	ary Publi	MEMPHIS O c acknowledged	S, INC.	dent
TENNESSEE STATE OF MASSIESVEN } Personally come and appeared before and for County and State aforesaid.	day of June, II-State Homes arl Whittingto	ALL-STAT	E HOMES OF	MEMPHIS O c acknowledged	S, INC.	dent
TENNESSEE STATE OF MYSSESSEE STA	day of June, II-State Homes arl Whittingto	BY: BY: a Note of Memphism, Preside	ary Publi	MEMPHIS O c acknowledged	S, INC.	dent

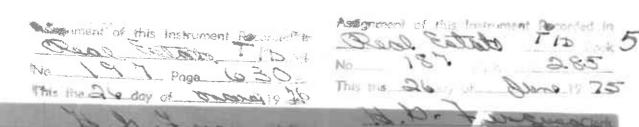
The State of the S AUTHORITY TO CANCEL TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI: You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by LARRY L. WINDHAM AND WIFE, PATRICIA V. WINDHAM to COLONIAL SAVINGS &LOAN and recorded in Book 138 at Page 471 , and which deed of trust was assigned by Colonia Savings & _____ to __Lincoln Federal Savings & Loan Association , as shown by assignment recorded in Book 154 at Page 370 , all of the record of Deeds or Deeds of Trust on file in your office. This 6th day of June , 1975 . LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION James Klampatrick, Vice President Gladys E. Stott, Assistant Secretary STATE OF ____NEW JERSEY_ in and for the jurisdiction aforesaid, the within named James Kirkpatrick and Gladys E. Stott , who acknowledge to me that they are ___ Vice President and Assistant Sec'ty. respectively, of Lincoln Federal Savings and Loan Association , a corporation, and that for and on behalf of said Given under my hand and official seal of office, this, the 6th day of June , 1975 . NOTAR PUBLIC & FILEURS My Commission Expires: JOANNE G. FILICIELLO My Commission Expires March 12, 1979

winness are hand and seal this the 12 day of 1975.

Tees 2.50 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

Hied for record at // o'clock and that the same has been recorded in social county of the same has been recor



DEED OF TRUST

Lot 1139, Section "F", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in Plat Book 9, Pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the improvements, now or hereafter creeted on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together

with said property (or the leasehold estate in the event this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Nine Thousand Eight Hundred FiftyDollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ______June 1, 2005-____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
 on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
- 2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

 If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable

prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds beld by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5, Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid promiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration

or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in

and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries were and interest and the such amounts and interest at the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors at assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16: Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or ensumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's transferred by the property is interest because the option to accelerate provided in this paragraph 17 and if Borrower's transferred by the property is interest because the option to accelerate provided in this paragraph 17 and if Borrower's transferred by the property is interest because the provided as well as a point of the sum of the property is interest by the property of the property is interest.

successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or exceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action requirements such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach is secured by this Deed of Trust and sale of the Property. If the breach is not cured in or before the date specified in the notice may result in acceleration of der at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable with hor demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled tet; all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limit reasonable attorney's feet.

In Witness Witnessor, Borrower has executed this Deed of Trust.

William Dean Byrd Daytha M. Gaytha M. Byrd 5943 Lake Shore Drive West

Southaven, Mississippi 38671

STATE OF MUSERSHPFI, ------ DeSoto----- County ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ______William Dean Byrd and wife, Gaytha M. Byrd----- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 30th day of May A.D. 19.75

Mostrilly Extra Public

STATE OF MISSISSIPPI, DeSOTO COLOR	o county for record at 10 o'clock
STATE OF MISSISSIPPI, DESOT	o county instrument was filed for record at 10 o'clock instrument was filed for record at 10 o'clock and that the same has been soft fund 1975 and that the same has been soft fund 1975. 1975.
of said County. Witness my hand and seal	tois the first t
Fees \$ 5.00 pd.	SEAL H. H. Terguson, CLERK

Assurance of this Instrument Passage in Good Assemble of this inswament I Estate TID Book No. This the 26 day of Jan. 19 76 - This the 14 day of Bull CANCELED BY AUTHORITY SECONDSD IN BOOM MISSISSIPPI 23

DEED OF TRUST

This Deep or Trust, made and entered into this by and between David Michael Wright and wife, Patricia L. Wright

wnt Recorded In april 198

, hereinafter called the Grantor; G. L. Oates

, hereinafter called the Trustee, and

Wortman & Mann, Inc., P. O. Box 1571, Jackson, Mississippi 39205

and existing under the laws of The State of Mississippi , a corporation organized post-office address at P. O. Box 1571, Jackson, Mississippi 39205, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated , State of Mississippi, to wit:

Lot 979, Section "E", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof record-ed in plat book 9, pages 44-45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as his deed of trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately

The Grantors covenant and agree that should this security instrument or not The Grantors covenant and agree that should this security instrument or not secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days of the date hereof (written statement of any officer or authorized agent for the Veterans' Administration declining to guarantee said not and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay all or a part of the purchase price of the above

together with all buildings and improvements thereon or that may be reafter be erected thereon and the bereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition the realty, and are a portion of the security of the indebtedness herein mentioned;

This the

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-three Thousand Five Hundred Fifty—Dollars (\$33,550.00), with interest from date at the rate of Seven & 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571 , or at such other place as the holder may Jackson, Mississippi
signate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Forty & 56/100 Dollars (\$ 240.56), commencing on the first day of August , 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July , Xk 2005. . 城 2005.

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The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100,00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which plus taxes and assessments all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and assessments. and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (t) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

 - (II) interest on the note secured hereby; and(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor Any denciency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than lifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indabtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by insurance premiums, as the case may be, such excess shall be refunded to Grantor. If, however, the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented ciary, in accordance with the provisions thereof, the full payment of such indebtedness, credit to the account thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there is shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises.

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- The lien of this instrument shall remain in full force and effect during any postponement or extension
 of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the country courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the bulsance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rig

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law possession to the purchaser at suc applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term include the plural the plural the singular, the use of any gender shall be applicable to all genders, and the term include the plural the plural the singular number shall be applicable to all genders, and the term include the plural the plural the singular number shall be applicable to all genders, and the term include the plural the singular number shall be applicable to all genders, and the term include the plural the singular than the plural than the plural than the plural the plural the singular than the plural than the plural

In Witness Wheneof, the Grantor(s) has we hereunto set their hand(s) the day and year herein first written above.

STATE OF MISSISSIPPI, COUNTY OF DeSoto

Personally appeared before me D.B.Bridgforth, jr., the undersigned in and for said County, the within named David Michael Wright Patricia L. Wright , his wife, who acknow Patricia L. Wright , his wife, who acknowledged that delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

6th

My Commission Expires:

OF MISSISSIPPI 15 minutes A. 186 and 515 June 1975 and that the same has been of said County. STATE OF MISSISSIPPI, DESOTO COUNTY Witness my hand and seal this the 13 of said County.

MANCHLIED BY AUTHORITY RECORDED IN BOA 521 PAGE 569 27th DAY OF Syt. 1990 W. C. Davi CHANCERY CLERK ay D. Laylor D.C.

as correct of this instrument Recorder Real Estate T/D No. 188 Fram. 69 This the 17 my or July 1975

CORRECTION

Deed of Trust

To

GREENBROOK DEVELOPMENT COMPANY

			s and entered nerson and					19.75
						t K: Lut		ALE IV
Trustee, of WITNI	the second of the th ESSETH:	part, hereina rd part, here HAT WHER	inafter designat EAS the Gran	ms TRUSTE! and an the B! tors are jus	E; and (ENEFICIA itly indebte	Greenbro RY. ed to the B	ok Develo	opment Compan fall sum of DOLLARS
								ciary as follows,
	In 240	equal an	mortized m	onthly	instal	lments c	of \$864.00	each,

the first installment due on or before the 1st day of June, 1975, with like installements due on the 1st day of each month thereafter until paid in full.

said note bearing interest from date at the rate of 9 for attorney's fees for collection if not paid according to the terms thereof; per centum per annum, and providing

AND, WHEREAS, trantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and swing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantom this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantom de hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be exected on said premises, all slevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven

District of DeSoto County, State of Mississippi, and more particulary described

as follows, to-wit:

Part of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

The point of beginning of the herein described property is described as follows; beginning at a point in the north south & section line of Section 24, Township 1 South, Range 8 West, DeSoto County, Miss., 850 feet south of the north line of said Section 24; thence west at an angle in the southwest quadrant of 90 degrees and 32' 85 feet to a point in the west line of Hamilton Road at the northeast corner of the ITT American Electric Company property THE POINT OF BEGINNING, thence west along the north line of said ITT American Electric Co. porperty and at an angle in the northwest quadrant of 89 degrees and 28' 628.58 ft. to a point in the center line of a Texas Gas Transmission line easement; thence northeastwardly along the center line of said easement and at an interior angle of 38 degrees and 46' 672.47 ft. to a point in the westerly line of Hamilton Road; thence southwardly along the westerly line of Hamilton Road 451.39 ft. to the point of beginning, containing 3.45 acres.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note. Parties of the first part further covenant to maintain fire and extended coverage insurance on all buildings and improvements situated on the above described property in an amount at least equal to the unpaid balance secured by this instrument, with loss payable clause in favor of the beneficiary hereunder.

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In the event of any default under the said Note or this Deed of Trust, and prior to any acceleration of the debt and foreclosure sale hereunder, the Beneficiary shall give written notice to Grantors of any such default and Grantors shall have thirty (30) days from the sending of such notice in which to cure or remedy the said default.

In the event of foreclosure of the Deed of Trust securing said Note, the holder of said Note shall not seek or enforce a deficiency judgement against the makers thereof and in the event that suit is brought on the Note, any judgement obtained in such a suit shall be enforced only against the real porperty and the rents, issues and profits thereof.

This is a correction Deed of Trust, made and executed by the undersigned in order to correct an error contained in the description of that certain deed of trust appearing of record in Real Estate Trust Deed book 185, page 469 in the office of the Chancery Clerk of DeSoto County, Mississippi.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will abserve and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

Pirst: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the heneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise accured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Missinsippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said of Missinsippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said elevated to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder or notes, or either of them, may pay said taxes and assessments, redeem the property from any holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any holder of the said, or sales, if it has been sold, and insure said property, pay the preciums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other holder of said indebtedness immediately due and payable. In event of the frantors will give immediate notice by

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness secured in and herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Pifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any helder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property empenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property empenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property empenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property empenditure for such purpose will be a legitimate indebtedness against or improvements will become a part of the debt secured by this instrument.

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Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentiond in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the granters and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustees fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lies of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lies when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lies for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneshall execute a deed of conveyance, which conveyance shall west full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and cured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his auccessor, as full, at the request of the beneficiary and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 886 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall be paid, next the amount of said indebted

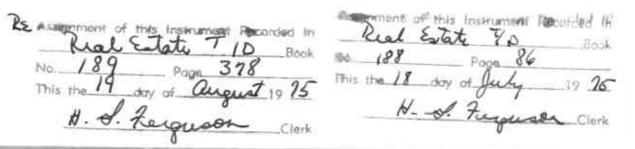
The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtdeness hereby secured or any transferre thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the granture on this the say and date first above written,

R. L. Stepheren

W. Wise Sweet ton Jones

STATE OF MISSISSIPPI COUNTY OF DeSoto Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named R. L. Stepherson and W. Wise Swepston Jones who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and your therein mentioned. Given under my hand and official seal, this the 10th My Commission expires. STATE OF MISSISSIPPI COUNTY OF __ Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named who severally acknowledged that they are and as its act and deed, they signed, scaled and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do. GIVEN under my hand and official seal, this the Notary Public My Commission expires. STATE OF MISSISSIPPI, DESOTO COUNTY minutes A. M. 13 deans fund 1975, and that the same has been orded in Book 186 Page 519 Hourds of REAL ESTATE TRUST DEEDS recorded in Book /86 Page of said County. Witness my hend and seal this the 13



DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of JUNE , 1975, among the Grantor, ROBERT L. DURHAM AND WIFE, SHELBY J. DURHAM (herein "Borrower"), G. L. OATES (herein "Trustee"), and the Beneficiary, WORTMAN & MANN, INC. , a corporation organized and existing under the laws of THE STATE OF MISSISSIPPI , whose address is P. O. BOX 1571, JACKSON, MISSISSIPPI 39205 (herein "Lender"). Bornower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

, State of Mississippi:

LOT 19, SECTION "B", GERMANTOWN MANOR SUBDIVISION IN SECTION 21, Township 1 South, Range 6 West as per plat thereof recorded in plat book 9, pages 27-28 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the improvements, now or hereafter crected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-Five Thousand & 00/100----Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FHLMC-12/71-1 to 4 Family

of DESOTO

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust. 2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount re-If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the same secured by this Deed of Trust. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or foriciture of the Property or any part thereof.

5. Borrower, Borrower, shall been the manner way existing or hereafter erected on the

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, bazards included within the term "extended coverage", and such other bazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approved by Lender.

provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sams secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents. 7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11 Forborrower by Lender Not a Weiger. Any forborrower by Lender in exercising any right or remedy

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

8. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agree prover in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender celeration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action remed; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration secured by this Deed of Trust and sale of the Property If the breach is not cured on or before the date specified in the er at Lender's option may declare all of the summ secured by this Deed of Trust to be immediately due and payable were demand, and may invoke the power of sale and any other remedies permitted by applicable law Lender shall be entit all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not be assumable attorney's fees.

same secured by this Deed of Trust and sale of the Property II the breach is not caused not before the date specified in the notice. Lender's a Londer's application may desired all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remediate permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in purching the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, a the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner provided in paragraph 18. Hereof, notice of Lender's election to sell the Property and the Control of the sale in the following order to County as Troperty at public auction to the highest bidder for easi at such time and piece in.

DESOTO.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property as sold without to property any sale.

Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and costs of title evidence; (b) to all sums secured by this Deed of Trust, and (c) the excess, if any, to the person or persons logally entitled thereto.

Here the right to have any proceedings begun by Lender to enforce this Deed of Trust and prover pays Lender all sums which would be thun due under this Deed of Trust, the Note and notes securing Future Advances; (a) prover pays Lender all sums which would be thun due under this Deed of Trust, the Note and notes securing Future Advances; (b) Berrower pays all reasonable expenses in any of pudgment enforcing the covenants and spreadorf is proved by all lender and Trustee in a provided in paragraph 18 hereof or abandomoment in this Deed of Trust, Len

In Wirness Whentor, Borrower has executed this Deed of Trust ROBERT L. DURHAM thelly & Durhan SHELBY J. DURHAM ROUTE 3 CEDAR CREST LANE OLIVE BRANCH, MISSISSIPPI 38654 STATE OF MISSISSIPPI, _ Personally appeared before me, the undersigned authority in and for said County and State, the within named ROBERT L. DURHAM AND WIFE, SHELBY J. DURHAM who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 10th day of June A.D., 19.75.

My Commission expires:

9-25-78 DESOTO

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock recorded in Book 116 Page 523 June 1975, and that the same has been of said County Witness my hand and seal this the 13 day of Fees \$ 5.00 pd. 6900.3

W. A. SANDERS, JR. and JAMES P. TIPTON, GRANTORS

TO

PARTIAL RELEASE

BROOKS VARNER, ET UX, GRANTEES

For and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, N. A. SANDERS, JR. and JAMES P. TIPTON do hereby release from the lien of that certain deed of trust given by Brooks Varner and wife, Dorothy H. Varner, dated May 5, 1975, and recorded in Trust Deed Book 185, Page 415, of the trust deed records on file in the office of the Chancery Clerk of DeSoto County, Mississippi, the hereafter described land in DeSoto County, Mississippi, described as follows, to wit:

BEGINNING at the northeast corner of the Northwest Quarter of Section 29, Township 3 South, Range 7 West; thence south 5 degrees 30 minutes east along the east line of said quarter-section 450 feet to a point; thence south 84 degrees 56 minutes west 1375.0 feet, more or less, to a point in the east right-of-way of McIngvale Road; thence north 9 degrees 41 minutes west 300.0 feet, more or less, to an iron pin; thence north 85 degrees 02 minutes east 570.0 feet to an iron pin; thence north 5 degrees 04 minutes west 150 feet to an iron pin in the south line of Banks and Company tract; thence north 85 degrees 04 minutes east along the south line of said Banks and Company tract 827.95 feet to the point of beginning, and being a parcel of land off the north part of the 29.4-acre tract described in warranty deed of record in Deed Book 117, Page 413, in the office of the Chancery clerk of DeSoto County, Mississippi, and having a frontage on McIngvale Road off said 29.4-acre tract of approximately 300.0 feet and extending across the northern portion of said tract in an east-west direction with the east line of said tract released by this instrument of approximately 450 feet.

The lien on the remaining lands, which has not been previously released, remains in full force and effect.

528

The Chancery Clerk of DeSoto County, Mississippi, is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS our signatures this the /2 th day of June, 1975.

Constant Control of The Sanders of T

JAMES P. TIPTON

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named W. A. Sanders, Jr. and James P. Tipton, who acknowledged that they signed and delivered the above and foregoing Partial Pelease on the day and date therein mentioned as their free and voluntary acts and deeds and for the purposes therein expressed.

Given under my hand and official seal of office this the day of June, 1975.

My Commission Expires:

MY COMMISSION EXPIRES

Sarah Bothune

DS.

Assement of this Instrument Penersed as as air states assa

MISSISSIPPI

DEED OF TRUST

6th

This Deno or Trust, made and entered into this

by and between William Dannie Pumphrey and wife, Mary Virginia Pumphrey

, bereinafter called the Grantor; G. L. Oates , hereinafter called the Trustee, and

Wortman & Mann, Inc.

and existing under the laws of the State of Mississippi , a corporation organized post-office address at P. O. Box 1571, Jackson, Mississippi 39205 hereinafter called the and existing under the laws of the State of Mississippi

Witnessers, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sumof One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit: , State of Mississippi, to wit:

Lot 1207, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in plat book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantons coverant and agree that so long as his deed of trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable

The Grantors covenant and agree that should this security instrument or not secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days of the date hereof (written statement of any officer or authorized agent for the Veterans' Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or bereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or bereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Real Estate Financing Low Assignment of this Instrument Recorded In Real Estate TLD Book.

No. 533 Page 54

This the le day of Feb-199,

W-E-Davis Clerk

The Staken St.

CANCELLED BY AUTHORITY RECORDED IN SOOK 2360 PAGE 399

THIS 18 DAY OF D WLY, 2005

TO E Marie
By 0 304, 0.0. CHANCER CLEM

To Have and To Hold the same unto the Trustee and unto his successors and assigns, forever.

In Thust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty Thousand Nine Hundred Fifty & 00/100——Dollars (\$40,950.00), with interest from date at the rate of Seven & 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the contract of of Wortman & Mann, Inc., P. O. Bx 1571,
in Jackson, Mississippi
designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Ninety-Three &62/100

Dollars (\$ 293.62), commencing on the first day of August , 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July \$290.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order
 - (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(ii) interest on the note secured hereby; and (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such payments. of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the 3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- . 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized bersunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sais, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all right

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants helding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtedness hereby secured or any transferre thereof whether by operation of law or otherwise.

In Witness Wheneor, the Grantor(s) have bereunto set their hand(s) the day and year herein first written above.

William Dannie Ke William Dannie Pumphrey

STATE OF MISSISSIPPI. COUNTY OF

Personally appeared before meD.B.Bridgforth, Jr., the undersigned authority in and for said County, the within named William Dannie Pumphrey Mary Virginia Pumphrey, his wife, who acknowledged that t delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this

6th day of June

My Commission Expires: 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I sertify that the within instrument was filed for record at // o'clock // minutes A.M./3 day of June 1975, and that the same has been recorded in Book /86 Page 529 June 1975, and that TRUST DEEDS of said County.

Witness my hand and seal this the

Lot 265, HH - Elcyzyn

STATE OF MISSISSIPPI COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated April 15, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 174, Page 105, in your office, same having been fully paid and satisfied.

BAILEY MORTGAGE COMPANY

By: Dail J. Salvo, Comptroller

ATTEST:

William Cook, Vice President

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction,

Paul J. Salve, Comptroller and William Cook, Vice President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 6 day of June , 1975.

My Commission expires:

My Commission Expires Oct. 31, 1978.

Luce Brown

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock of said County.

Minutes 13 day of REAL ESTATE TRUST DEEDS

Fees \$ 2.50 pd.

SEAL A. H. Gray C. CLERK

Lot 90, Sec. A - Holly Hills S/D - - Myers

STATE OF MISSISSIPPI

COUNTY OF HINDS	
ORDER TO CLER	K TO CANCEL DEED OF TRUST
TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:	
of Trust dated June 4, 1973, and a Henley, Trustee for the benefit of	ed, directed, instructed, and empowered "and to cancel of record that certain Deed given by Castle Builders, Inc. to C. B. Bailey Mortgage Company, and which 0, Page 395, in your office, same having
EXECUTED this the	9th day of June , 1975.
50	BAILEY MORTGAGE COMPANY
	Paul J. Salyo, Comptroller
ATTEST: William Cook, Vice President	
William Cook, Vice President	
STATE OF MISSISSIPPI COUNTY OF HINDS	
and William Cook, the Comptrol of the above corporation who acknows to do, did, on the day and date s	and appeared before me, the undersigned on, Paul J. Salva ler and Vice President, respectively, when when they, being first duly authorized set out therein, sign, execute, attach the hin and foregoing instrument for and on behalf
WITNESS my hand and sea	l of office, this <u>gth</u> day of <u>June</u> ,
	Lucie, Poloni,
My Commission expires:	
My Commission Expires Oct. 31, 1979	
ine or wissesser, pesoto composition of the 13 minutes P. 14 minutes P.	June 1975, and that the same has been ords of REAL ESTATE TRUST DEEDS
s \$ 2.50 stal.	13 de gune 1975.

DeSoto County.	PPI, } #4.				
KNOW ALL M	EN BY THESE PRESE	NTS: That Bank	of Mississippi	(formerly Bank of	Olive Branch
				lary, does hereby certify th	
				executed by Minnie P	
				to Bank of M	
the above named beni				DeSoto	
				Record No. 96	
of the Record of Trus	Deeds, on the 23	day of	Aug.	, A D 19	57 , is now fully pair
				ioto	
				id that this order be recor	
aid County also as pr					DECIMA MININGSOMES
			Access to the		
.3				sisminpi	
			Jan	nes P. D	avis
			-0/		
TATE OF MISSISSIPS DeSote County.	n. }				
Desorte County.					
Personally came a	nd appeared before m	e. The undersigned ou	thority A 2	Stary Park	lie
and for County and S	state aforesaid.	Stores 1	Meira	who acknowledged	that he signed and
livered the above an	foregoing instrument	t on the day and date	for the purpose therei		
	and and seal of office	185	- coy or 5 /2		A D. 19 <i>25</i>
4				8.1-	
2				o rec	
	parter!		My, Comm. Exp	res Nov. 6, 1976	
		CANTRICK-CI	BH-COS BARA		- P

I certify that the within instrument was filed for record at 10 o'clock recorded in Book 186 Page 535 recorded of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 13 day of Auro 1975.

Rees 2.50 pd.

CLERK

STATE OF MISSISSIPPI, DeSoto County.			
KNOW ALL MEN BY THESE PRE	SENTS: That Bank of	Mississippi (formerly	Bank of Olive Branch)
of Olive Branch, Miss.		the beneficiary, does he	reby certify that a certain trust deed
bearing date the 25 day of	June 19	68 made and executed by	Minnie Pearl Woods and
Coady Woods	of DeSoto County	, to	Bank of Mississippi
the above named beneficiary, and recorde	d in the office of the Chanc	ery Clerk of DeSato	
County, in the State of Mississippi in			102 430
of the Record of Trust Deeds, on the	28 day of	June	A D 19 68
and satisfied, and 1 do heroby authorize t			is now runy paid
County to enter satisfaction and certificate			order be recorded in the conductor
said County also as provided by law.			in the records of
		Dark of Ward	
		Bank of Mississippi	
		James 8	Davis.
		<i>C</i>	
STATE OF MISSISSIPPI. DeSoto County.			
			· D
Personally came and appeared before	ore, the understand authorit	" A Helary	tulle
n and for County and State aforesaid.	fired 1.		schnowledged that he signed and
folivered the above and foregoing instrume		the purpose therein mentioned	
Given under my hand and seal of office		ser pri	A D 1925
		Je Clare By B	lei
		Mg Comm. Espires Nov. 6, 19	
	LAWVINCE-SATTIMOO	0.17644	

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

15 minutes A. 3 day of June 1975, and that the same has been

of said County

Witness my hand and seal this the 13 day of June 1975.

Fees \$ 2.50 pd.

SEAL A. CLERK

STATE OF MISSISSIPPI, DeSoto County.	
KNOW ALL MEN BY THESE PRESENTS: That_	Bank of Mississippi (formerly Bank of Olive Branch)
of Olive Branch, Miss.	the beneficiary, does hereby certify that a certain trust deed
bearing date the 29 day of October	19_71, made and executed by Minnie Pearl Woods and
Coady Woods of DeSct	co County to Bank of Mississippi
the above named beneficiary, and recorded in the office	of the Chancery Clerk ofDeSote
County, in the State of Mississippi in Land	Trust Deed Record No. 134 on page 529
of the Record of Trust Deeds, on the 2	day of November , A. D. 19.71 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the	Chancery Court of saidDeSoto
County to enter satisfaction and certificate of payment in	full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.	
	Bank of Mississippi
	James B. Davis
STATE OF MISSISSIPPI.	
DeSato County.	
Personally came and appeared before me, the junde	
in and for County and State aforesald.	who acknowledged that he signed and
delivered the above and foregoing instrument on the de-	
Given under my hand and seal of office this	52 day of June A. D. 1925
	My Comm. Expires Nov. 5, 1976
	EARWINGS-SATINGOOD T2814

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at //o'clock

/5 minutes A.M. / 2 day of Aure 1975, and that the same has been recorded in Book /86 Page 937 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the /3 day of Aure 1975,

Fees S 2.50 nd CLERK

- Se **

STATE OF MISSISSIPPI, DeSoto County. 85.	
KNOW ALL MEN BY THESE PRESENTS: That Bank of Missi	ssippi (formerly Bank of Olive Branch)
of. Olive Branch, Miss.	_the beneficiary, does hereby certify that a certain trust deed
bearing date the 20 day of April 19 72	made and executed by Minnie Pearl Woods,
Coaby Woods, and Willie Leg Woods DeSoto C	onnty to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clo	rk of DeSoto
County, in the State of Mississippi in Land	Trust Deed Record No. 141 on page 587
of the Record of Trust Deeds, on the 5 day of May	A. D. 19.72 Is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of	said DeSoto
County to enter satisfaction and certificate of payment in full upon this said is	nstrument and that this order be recorded in the records of
sald County also as provided by Isw.	
Bank	of Mississippi
	James & Davis
STATE OF MISSISSIPPI, DeSora County.	
Personally came and appeared before me, the undersigned authority.	1 Ht. 111:
in and for County and State aforesald	who adknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the p	
Given under my hand and seal of office this	1 0 1925
	(aux) Lelin
Mx	Comm. Expires Nov. 6, 1976
XAMENCE-SELVICORE E/A	

LAWRENCE-GREENINGOO 87844

15 minutes A. 13 minutes A. 13 minutes 1975, and that the same has been of said County
Witness my hand and seal this the 13 day of Qual 1975.
Pees \$2.50 pd.
SEAL D. V. Serguson, CLERK

540

CANCELLED BY ALTHORITE HECORDED IN BOOK

608 PAGE 318

THIS 21 of DAY OF Oct. 10 92

W. E. Danis
Chancery Clerk by : Potarkay Oc

Revised April, 1974

DEED OF TRUST

OF UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI
For the considerations hereinafter mentioned, we Eugene L. Gladney
and Mildred Elaine Gladney hereinafter designated
Grantor, do hereby sell, convey and warrant unto Unifirst Federal Savings & Loan Associations Tom B. Scott, Jr. is hereby appointed Trustee with full power and authority to execute this trust, the following described property
situated in DESOTO County, Mississippi, to-wit:
Lot 1017, Section "E", Greenbrook Subdivision, Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, pages 44 and 45 in the office of the Chancery Clerk, DeSoto County, Mississippi.
together with all the buildings and improvements now or hereafter exected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Dieed of Trust, are agreed to be fixtures and a part of the resity; also, all and singular the tenements, hereditaments and appurtunances belonging, or in any wise appertaining, to any, or all of said property.
IN TRUST, HOWEVER, and upon the following conditions, to-wit:
WHEREAS, Grantor is indicated to the Unifirst Federal Savings and Loan Association, Jackson, Mississipol, hereinafter designated
as the "ASSOCIATION", or Beneficiary, in the sum of Thirty One Thousand Three Hundred Fifty
and no/100 Dollars (\$31,350.00) evidenced by our certain promissory note of
even date herewith, bearing interest at the rate of 7.75 ber annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, one under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and account interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%), as provided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:
\$ 224.68 payable on the 1st day of August 19.75 and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

AT 615

Un addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Missisalppi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due i. No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monles held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following coverants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any-and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the Association, or the legal holder of the indebtedness secured hereby. In like manner and subject to the Association, or the legal holder of the indebtedness secured hereby. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby in force and effective at the time such a charge of interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said note, any money so expended, upon demand, shall render the whole indebted

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the Indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hirrelnabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendees of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of ritle shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as herzinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay,
when due, any sum of money in any manner secured or to become secured by this instrument, there, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such

time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property, it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, it said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duty appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

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made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or sight given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option become contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (MOSSING) of the aforesaid Eugene L. Gladney has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 3rd day of	June 19. 75	
Eugene L. Gladney	Mildred Elaine Gladney	
STATE OF MISSISSIPPI,		
COUNTY OF DESOTO		
Personally appeared before me, the undersigned authority,	in and for the State and County aforesaid	
Eugene L. Gladney and his wife (NGKNOX scknowledged that they, and each of them, executed, signed and mentioned.	on Mildead mistre asset	, who severally n the day and year thatein
Given under my hand and official seal, this the 3xd	any pi June / A	19 75 0 11
My commission expires:	A Bridge Off	
9-25-78		Notary Public
STATE OF MISSISSIPPI		
COUNTY OF		
Personally appeared before me, the undersigned authority, is	n and for the State and County aforesald,	
signed and delivered the foregoing instrument of writing on the		executed,
Given under my hand and official seal, this the		. 19
My commission expires:		
STATE OF MISSISSIPPI		Notary Public
COUNTY OF.		
Personally appeared before me, the undersigned authority, in	and for the State and County aforesaid, the with	
ATE OF MISSISSIPPI, DESCTO COUNTY		personally known
15 minutes A. M. 13 day of Just said County.	was filed for record at 1975, and that the side of REAL ESTATE TRUST Di	o'clock me has been
Witness my hand and seal this the	13 day of My	1975
		42124
es \$5.00 pd.	H Jan	

Seat a great or a market

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Assignment of this instrument is arrived in Audignment of this Instrument Facorded In T ID ook This the 25 day of June 10 75 no LLAST Clerk

STATE OF MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this by and between

10th

June

VIRGIL E. HAMBLEN and wife, FANNY L. HAMBLEN

, hereinafter called the Grantor;

C. B. Henley

, hereinafter called the Trustee, and

7/D_BOOK.

PAGE 200

5.5

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi and post-office address at 161 E. Amite Street, in Jackson, Miss. Beneficiary:

, a corporation organized , having its principal office , bereinafter called the

WITNESSETH. That the Grantor, in consideration of the debt and trust hereinalter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and approximately and all other rights thereunto belowing or in sorwise now or hereafter appertaining, and the reappurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto . State of Mississippi, to wit:

Lot 99. Section A. Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Together with Whirlpool Stove, model #RYE7760A1, serial #M31284072; Whirlpool Dishwasher, model #SXU400=3, serial #F24837314; Whirlpool Disposal, model #SYD400=0, serial #F31368 059; Fedders Furnace, model #105N3D, serial #LG838690; Fedders Air Conditioning, model #CFC036D7B, serial #JH278354; Rheem Water Heater, model #57313936, serial #35-40; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigna, forever

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of The State of Mississippi , the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand Eight

Hundred and No/100 ----- Dollars (\$ 32,800.00), with interest from date at the rate of Seven & three-fourth per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

Bailey Mortgage Company, 161 E. Amite Street, in Jackson, Mississippi,

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-Dollars (\$ 235.18), commencing on the first day of 1975, and on the first day of each month thereafter until principal and interest are Five and 18/100 -----July , 1975, and on the first day of caca moons thereof and payable on fully paid, except that the final payment of principal and interest, if not sconer paid, shall be due and payable on the first day of June, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree

- 1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- 2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as smended, and ap-plicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded No Real Cott states lash Page 14 This the & Day of Nov 19 19 to De Jungues Col. H.

re-recorded agreement of this Instrument Recorded in Real Estate 10 Mb. 254 Page 584 This the 16 day of Jan. 1980

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assess-ments next due on these premises (all as estimated by the Beneficiary) less all sums already poid therefor divided by the number of months to clapps before one month prior to the date when such ground rents, premiums, taxes and assess-ments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and
- (c)All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note-secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each menth in a single payment to be applied by the Beneficiary to the following items in the order set forth:
 - premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.
 - Any deficiency is the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.
- 3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (6) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.
- 4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the of Trust.
- 5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this
- 6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made before. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies. then in force shall pass to the purchaser or grantee.
- 7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named berein and shall be secured hereby.
- 8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.
- 9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year

herein first written above.

Fanny L. Hamblen

STATE OF MISSISSIPPI.

COUNTY OF DESOTO

Personally appeared before mBobbie M. Braswell . the undersigned Notary Public in and for the said County, the within named Virgil E. Hamblen
Fanny L. Hamblen his wife, who acknowledged that the y signed and

delivered the foregoing instrument on the day and year therein mentioned.

Given prider my hand and seal this 10th

My Commission expires:

Feb. 19, 1976

STATE OF MISSISSIPPI COUNTY OF DESOTO

Notary Public

1. W. S. Rengueson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 200 O CLOCK F 1975, and was recorded in Vol. , Record of Deeds, pages

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at a clock recorded in Book 186 Page 343 //tecords of REAL ESTATE TRUST DEEDS

of said County. Witness my hand and seal this the /3 day of 1975.

Fees \$ 5,00 pd.

TENNESSEE

Mortgagor Pauline Davis Loan No. R-11 VA/FHA No. 281-070551-203

APPOINTMENT OF SUBSTITUTE TRUSTEE

executed a Deed of Trust to F P Pichary 3, 1971, Pauline Davis
promissory note in the original areas a second and Co. Trustee, to secure a
E. R. Richmond , said note being payable in monthly installments as
set out in the Deed of Proget aforegain the best and monthly installments as
Desots County, Mississippi, in Book 124 , Page (a) 617 ,
WHEREAS the Direct Dodge S
holder of the note aforesaid, secured by the Deed of Trust aforesaid; and WHEREAS, the said E. R. Richmond
WHEREAS, the said E. R. Richmond is unable to act as Trustee
WOW, THENEDOURS the Burnet Trans.
and in compliance with the authority contained in the Deed of Trust aforesaid, does hereby name and appoint James E. Harnster
said Deed of Trust, who is remarkable as Substitute Trustee under
original Trustee named in said Deed of Trust.
anould the underwise of k
to convey title to said forcelanguage and to transfer and assign said bid and
or the Secretary of Housing and Rober To
authorize. The statement in the Substitute Trustee's deed that the undersigned shall requested transfer of its bid to crantag(s) in the Color deed that the undersigned has
binding on the understand and assatisfied and account the adoption of the understand and assatisfied and account the account to the account t
parties thereto, that the Substitute Trustee was duly authorized and empowered to exe-
Wirning the execution of the execution o
WITNESS the execution hereof by the First Federal Savings and Loan Associa- tion through its duly authorized Executive Vice President, this _5th
day of, June, 19_75
PTDOR STOREGAS WASHINGTON
STATE OF TENNESSEE FIRST MEDERAL SAVINGE AND LOAN ASSOCIATION
* COUNTY OF THE PROPERTY OF
Thomas P. Ballou Exec Vice Progident
for the State and County aforesaid, personally appeared Thomas P. Ballou
with whom I am personally account and
Penantian 99
Loan Association, the within named party, a corporation, and that he as such
instrument for the curvess thereats and all and so to do, executed the foregoing
by himself as Executive Vice President.
Vitness my hand and scal at office, this 5th day of June
Jugar St Barto
A LIGHT BOOK BOOK SA
Of Commission Expires: 10-20-76
This inquirement was prepared by Lirst Federal Savings and Loan Association
P. O. Box H
J. Baits
#H=6994
RETURN DEED TO: MASEL SHANKMAN, BLANCHARD, AGEE & HARPSTER
350-100 No. 100
STALL OF MISSISSIPPLE
STATE OF MISSISSIPPI, DESCTO COUNTY
recorded to 13 day instrument was fitted
I certify that the within instrument was filed for record at 10 o'clock of said County. Bb Page 546 rords of REAL POTATE the same has been
THE PARTY OF THE P
Fees \$ 4.20pd. and seal this the 13 day of Quino
1-20pd. June
SEAL H A 1975.
Di Witter

CANCELED BY AUTHORITY RECORDED IN BOOK

THIS INDENTURE, this day made and entered into between William L. Speck and wife, Charlotte Speck

of the first part, hereinafter designated as the Grantor, William W. Ballard

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank, Hernando, Miss, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eleven Hundred, Seventy Eight and 40/100- - - -DOLLARS

of even date herewith in favor of (\$ 1178.40) evidenced by one promissory note

the beneficiary, bearing interest at the rate of 10 per centum per annum

maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

12 monthly installments of \$98.20 each; the first of said installments to become due and payable on or before the 5th of July, 1975, with one installment to become due and payable on or before the 5th day of each succeeding month, until the whole of said indebtedness is paid with interest from maturity at the rate of 10% from maturity.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 213, in Section A, Lake O'The Hill Subdivision as shown by the Plat recorded in Plat Book 2, Pages 29-33 in the office of the Chancery Clerk of DeSoto County, Miss. in Section 19, Township 3, Range9.

This trust deed is second and inferior to that certain Deed of Trust executed by Dr. Robert K. Goodman in favor of William H. Porter and wife, Gladys A. Porter dated May 14, 1971 and recorded in Book 128, Page 313 in the office of the Chancery Clerk of DeSoto County, Miss.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter exected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured bereby shall be promptly paid when due and demandable, including all interest due thereon at the rate berein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the notes or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Ministerippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of t

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the granter to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Massasippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be tovered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is pinced shall, with respect to such insurance premium abecome an electar of payment thereof; and the receipt of

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawfel purposes only, and that waste will not be committed or suffered to be committed thereon.

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured bereby.

IN TESTEMONY WHEREOF, witness the signature of the grantor this the 3

	The little Speck
STATE OF MISSISSIPPI, COUNTY OF	
This day personally appeared before me, the undersithe within named William L. Speck, Jr. and w	gned authority, in and for the State and County aforesaid. wife, Charlotte Speck who severally acknowledged that they
wigned and delivered the above and foregoing deed of trus	it on the day and year therein mentioned.
Given under my hand and official real, this the	13th day of gene 1975
My Commission Expires Jan. 7, 197	8 Elais In Earles Notary Public
ATE OF MISSISSIPPI, DESOTO COUNTY	t was filed for record at 10 o'clo

1975, and that the same has been recorded in Book 16 and 547 fords of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of June 1975.

Fees \$ 5.00 pd.

SEAL A A A CLERK



Hesisalpoi Bankers Association Form No. I (Revised Dec. 1985) LAND



DEED OF TRUST

THIS INDENTURE, this day made and entered into between MALCOM D. BAXTER, JR.

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, HERNANDO, MS of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seventy Thousand and No/100 - - - DOLLARS

(\$ 70,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of /as shown of cellful per annum after

date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: On or before the 9th day of June, 1976

(This trust deed is given as renewal and extension of trust deed dated Dec. 11, 1974, recorded Book No. 182, Page 75, DeSoto County, Miss.).

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

The West parts of Lots No. 317 and No. 320 and the East Part of Lots No. 318 and 319 in the Town of Hernando, DeSoto County, described as a Lot in Section 13, Township 3 S, Range 8 West, DeSoto County, Ms. more particularly described as The West part of the Town of Hernando Lots 317 and 320, 40 feet wide, more or less, running through both of said Town Lots due North; and the East Part of Town Lots 318 and 319, being a strip 40 feet wide, more or less, running through both of said Town Lots due North; and further described as bounded on the South by Holly Springs St., on the North by North St. on the West by the East line of McArthur lot (shown by old fence row) and on the east by the Tippitt lot (shown by old fence row; and being part of the same property conveyed to T. P. Flinn, Jr. by deed of date January 3, 1967, of record in Book 72, Page 376, of the deed records of DeSoto County, Ms.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attornoy's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and vold, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the equest of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to said you were or holder of the note or notes secured hereby he a corporation, then in such event a declaration of default to the trustee, and a request for sale hereaunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of acounty in which any part of

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with all interest and charges thereon, and all other amounts secured hereby at ones due and demandable and to have the property advertised and sold by the trustee herein required, the beneficiary, or the owner or holder of the said secured notes, may produce said insurance herein be herein required, the beneficiary, or the owner or holder of the said secured notes, may produce said insurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax saie, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the turms of this instrument next after such additional terms of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said in

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, accretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manuer, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9 day of June 13 75

STATE OF MISSISSIPPI, COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Malcom D. Baxter, Jr.

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 9# day of June 19 75

My Commission Expires Jan. 7, 1978

Elous A Backet

STATE OF MISSISSIPPI,	REGAMA CAINEY	
I certify that the	within instrument was filed	for record at 10 o'clock
15 minutes H. M. 1	3 day of Sune 1975,	and that the same has been ESTATE TRUST DEEDS
AT CRIC COMPTS		
Witness my hand and	seal this the 13 day of	Que 1975.

Faes \$ 5.00 pd.

SEAL H. Y. Terguson CLERY

3.00

Asstrament of this Instrument Recorded in Back
No. Page 6 3 0
This the day of 19 16

Assignment of this Instrument Percented to \$533
No. 187 Page 286
This the 2 lakey of Suno 1925

DEED OF TRUST

Lot 1224, Revised Plan, Greenbrook Subdivision, Section F, located in DeSoto County, Mississippi, Section 19, Township 1 South, Range 7 West, as recorded on Pages 46-49 of Plat Book 9, in the Chancery Clerk's Office, DeSoto County Court Building, Hernando, Mississippi.

Togerhea with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property."

to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Nine Thousand Eight Hundred FiftPollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____July 1, 2005-____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FHLMC-12/71-1 to 4 Family

Real Estate TIP Book
No. 232 Page 195
This the 16 day of Oct 19 18

H. J. Fuguory clark

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount re-

prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower

any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that

Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment,

when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the country of this Deed of Trust would be impaired the increase appeared shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at

Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any, such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection

with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to

the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Regrower otherwise agree in writing, any such application of proceeds to principal shall

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.
- 15. Uniform Deed of Trust: Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision and to this good the provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

 If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

elevation: Remedies. Except as provided in paragraph 17 heroof, upon Borrower's breach of any covenant or a in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust. Let on shall mail notice to Borrower as provided in paragraph 14 heroof specifying: (1) the breach; (2) the action breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach (4) that failure to cure such breach on or before the date specified in the notice may result in accelerate I by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in tender's option may declare all of the sums secured by this Deed of Trust to be ammediately due and payable and, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be a seconable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but make the property is fees.

secured; and (4) that failure to sure such breach on or before the date specified in the notice may could be an extended of trust and sale of the Property. If the breach is not cured on or before the fate specified reaches the content of the property of the breach is not cured on or before the fate specified reaches or only the property of the breach is not cured on or before the fate specified reaches of the property of the property of the breach is not cured on or before the fate specified reaches of the property of th

In Witness Whenever, Borrower has executed this Deed of Trust. Linda S. Knipe 5998 Lake Shore Drive W Southaven, Mississippi 38671 STATE OF MISSISSIPPI, ______COUNTY 88:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ----Robert L. Knipe and wife, Linda S. Knipe ----- who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 11th day of June A.D., 19.75.

My Commission expires:

April 9, 1979.

Notary Public April 9, 1979.

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was 15 minutes

STATE OF MISSISSIPPI, DESCTO COUNTY

Legacify that the within instrument was filed for record at 10 o'clock recorded in Book 13 day of 1975, and that the same has been of said County 186 Page 353 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 13 day of

Fees \$ 5.000.

SUBSTITUTION OF TRUSTEE

WHEREAS, on February 14, 1973, HICKMAN HOME BUILDERS,
INC., a Mississippi Corporation, Party, executed a Deed of Trust
to C. B. Henley, Trustee, for the benefit of Bailey Mortgage
Company, which Deed of Trust is recorded in Book 154 at Page 185,
of the records of Deeds of Trust in the office of the Chancery
Clerk for Desoto County, Mississippi; and

WHEREAS, said Deed of Trust provides for substitution of the Trustee by the beneficiary, or any subsequent holder of the Note; and

WHEREAS, it is the desire of Bailey Mortgage Company to substitute as Trustee in said Deed of Trust John Land McDavid in place and stead of C. B. Henley, the original Trustee named:

NOW THEREFORE, Bailey Mortgage Company, holder of said Note and of the said Deed of Trust securing same, does hereby appoint as Substitute Trustee in said Deed of Trust John Land McDavid in place and stead of C. B. Henley, the said John Land McDavid, Substitute Trustee, to have full power as the Trustee in said Deed of Trust, together with all rights and privileges thereunto belonging.

WITNESS the signature of the undersigned this the 10th day of June , 1975.

(SEAL)

BAILEY MORTGAGE COMPANY

Executive Vice-President

ATTEST:

Treasurer

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority
in and for the jurisdiction aforesaid, Stanley C. Sharp, Jr.
and, personally known to me to
be theExecutive Vice President andTreasurer
of Bailey Mortgage Company, a corporation, who acknowledged that
they signed and delivered the above and foregoing instrument on
the day and year therein written and for the purposes therein
stated, and caused thereto to be attached the corporate seal of
said corporation, after being first duly authorized so to do.
Sworn to and subscribed before me this the 10th day
of June, 1975.
(SEAL) ROTARY PUBLIC
My Commission Expires:

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SUBSTITUTION OF TRUSTEE

WHEREAS, on January 12, 1973, HICKMAN HOME BUILDERS, INC., a Mississippi Corporation, Party, executed a Deed of Trust to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, which Deed of Trust is recorded in Book 153 at Page 57, of the records of Deeds of Trust in the office of the Chancery Clerk for Desoto County, Mississippi; and

WHEREAS, said Deed of Trust provides for substitution of the Trustee by the beneficiary, or any subsequent holder of the Note; and

WHEREAS, it is the desire of Bailey Mortgage Company to substitute as Trustee in said Deed of Trust John Land McDavid in place and stead of C. B. Henley, the original Trustee named:

NOW THEREFORE, Bailey Mortgage Company, holder of said Note and of the said Deed of Trust securing same, does hereby appoint as Substitute Trustee in said Deed of Trust John Land McDavid in place and stead of C. B. Henley, the said John Land McDavid, Substitute Trustee, to have full power as the Trustee in said Deed of Trust, together with all rights and privileges thereunto belonging.

WITNESS the signature of the undersigned this the 10th day of _____, 1975.

(SEAL)

BAILEY MORTGAGE COMPANY

BY: Jauly C Stay

ATTEST:

Jaqueline mose

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Stanley C. Sharp, Jr. and Jacqueline Moore , personally known to me to be the Executive Vice President and Treasurer of Bailey Mortgage Company, a corporation, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein written and for the purposes therein stated, and caused thereto to be attached the corporate seal of said corporation, after being first duly authorized so to do.

Sworn to and subscribed before me this the 10th day

(SEAL)

Francisco Brown

My Commission Expires: My Commission Expires Cat. 31, 1978

STATE OF MISSISSIPPI, DESOTO COURTY

I centify that the within instrument was filed for record at 10 o'clock of minutes A. M. 13 day of Gune 1975, and that the same has been of said County.

Witness my hand and seal this the 13 day of Gune 1975.

SEAL H. H. Jerguso CLERK

THEN BY AUTHORITY RECORDED IN BOOK

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

THOMAS GARNER and wife, ETTA ELOISE GARNER,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

SECURITY BANK OF SOUTHAVEN, Southaven, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

THREE THOUSAND FOUR HUNDRED FIFTY AND NO/108 - - with possible future advances up to an additional \$13,800.00,) evidenced by one (1) promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ten(10) per centum per annum sites

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before Leftenbuffe, 19715.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged. the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto.

State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

(PROPERTY DESCRIPTION ATTACHED.)

Lot 5 of Bill LaRue's Tchulahoma Road Subdivision, in Sections 4 and 5, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on the recorded plat of said subdivision in Plat Book 8, Page 44 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT:

The East .31 Acres of the above-described Lot 5 of Bill LaRue's Tchulahoma Road Subdivision in Section 4 and 5, Township 2 South, Range 7 West, DeSoto County, Mississippi; as shown on the ------ survey plat of Thomas W. King dated May 13, 1975.

This is a construction loan Deed of Trust and should improvements be left in an incompleted condition at maturity date of this Deed of Trust, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at option of Beneficiary, who shall not be required to give any notice other than the advertisement for foreclosure provided herein.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all beating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate berein apecified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or of any installment thereon, or indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the heneficiary or at the request of any owner or holder of the note or notes, he and become at once due and payable, and the trustee herein named, or his successor as all he made by giving notice of the time, place and terms of sale as required by Section 388 of the Mhaissippi Code of 1942 and amendments if any thereto, and the results shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby he a corporation, then in such event a declaration of default to th

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lieu of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pitth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Minsissippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once deciars the entire principal sum hereby ascured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and usnessments, or redeem the property from tax saie if it has been sold; and any and all sums pald in procuring eald insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premium, be conclusive evidence as between the parties to this c

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are rested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, asselstant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times he used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the pote or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17 day of Julie, 19 75. Thomas Garner LETTA Elai Etta Eloise Garner

COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named THOMAS GARNER and wife,

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given under my hand and official seal, this the 12 day of June .

ETTA ELOISE GARNER.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at

γ o'clock

30 minutes ρ. Μ. 13 day of Θυνα 1975, and that the same has been recorded in Book 186 Page 561 Ocords of REAL ESTATE TRUST DEEDS

of said County.

5.00 pd. H. G. Jerguson Clan

567 AUTHORITY OF THE CORD IN BOOK AND THE TOTAL OF THE PARTY OF THE PA

CANCELLED BY AUTHORITY RECORDED IN SOON 2017 PAGE 495
THIS 12 DAY OF 200 1972

CHANGERY CLERK

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Barbara J. Bankston, being one and the same person as Barbara J. Bankston Chambers, and Husband James D. Chambers

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

First National Bank, Hernando, Mississippi

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Four Thousand Seven Hundred Nineteen and 00/100 ---- DOLLARS

(\$ 4,719.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per annum after

date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Sixty (60) equal monthly installments of \$78.65 each, the first payment being due and payable on the 5th day of July, 1975, with a like payment due and payable on the 5th day of each and every successive month thereafter, the final payment being due and payable on the 5th day of June, 1980, or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

10.8 acres in the Southwest Quarter of Section 19, Township 2, Range 7, DeSoto County, Mississippi, described as: Beginning at the Southeast corner of said Southwest Quarter (at which point is located a 30 inch Oak tree); thence west on the Section line 650 feet to a stake; thence north 729 feet to a stake; thence east 650 feet to a stake; thence south 729 feet to the point of beginning and being the same land conveyed by deeds in Book 40, Pages 254, 257 and 314, subject to a road easement on the south side; together with a right-of-way and easement to the above described land along the south line of Section 19 and the east line of Section 30, Township 2, Range 7, as recorded in Warranty Deed Book 77, page 213 in the office of the Chancery Clerk of said County.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

STATE OF THE SECOND STATE

I C TREATED

- - - - M -----

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other fiems expended in the protection of this security. If all indebtedness secured bereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby or of any installment hereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured hereon, and all amounts secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accured hereby, and all amounts ascured hereby, or the interest and charges accured hereby, and is not or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or the owner or holder of the inne, place and terms of sale as required by Section 88s of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the heneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforessid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision beroin covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sais if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the torms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured dotse elects to advance insurance is placed shall, with respect to such insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which each insurance is placed shall, with respect to such insurance premium, be conc

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointse or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt.

	gnature of the grantor this the day of June, 1975
3 2 5	Barbara J. Bankston, being one and the same person as Barbara J. Bankston Chambe
STATE OF MISSISSIPPI.	Japles D. Chambers when
v. bankston Chambers, and hu	undersigned authority, in and for the State and County aforesaid, on, being on e and the same person as Barbara sband, James D. Aho severally acknowledged that they Chambers
signed and delivered the above and foregoing deed	of trust on the day and year therein mentioned.
Given under my hand and official seal, thi	the 5 day of June, 1975
My Commission Expires: My Commission Expires	Mor. 11, 1973 Coma Well Fellerson. Notary Public
STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instruction of the condense of t	TY Unent was filed for record at 4 o'clock 1975, and that the same has been accords of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 17 day of June 1975.
ses \$5.00 pd.
SEAL H. P. L.

Fees \$5.00 pd.

FOR REAL ESTATE, CHATTEL OR BOTH Chancing Clark L. D. Thomas and wife THIS INDENTURE, Made this 13th day of June 1975
between L. D. Thomas and wife, Catherine D. Thomas, party Catherine D. Thomas DEED OF TRUST Richard Allen Haas and Richard Allen Haas and wife, Louise M. Haas, party wife, Louise M. Haas WITNESSETH, That whereas, said part y of the first part, belog indebted to the said part y of the second part in the same of Seven thousand and 00/100 Dollars (\$7,000.00), with no interest, due and payable on or before July 15, 1975. Lot 494, Section E, Carriage Hills Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, Page 17, in the office of the Chancery Clerk of DeSoto County, Mississippi. This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 134, Page 336, in the office of the Chancery Clerk of DeSoto County, Mississippi. STATE OF MISSISSIPPI, DeSOTO COUNTY. a Notary Public T. D. Thomas and wife, Catherine D. Thomas Sulpo articoed dead that they signed and delivered the foregoing Deed of Trust on the day and year then My Commission Contrast April 3 1979 (SEAL) Notary Public april 3 1919 STATE OF MISSISSHIPI, DISOTO COUNTY. of said County, this day personally appeared the above named STATE OF MISSISSIPPI, DESOTO COUNTY

Witness my hand and seal this the 17 day of

of said County.

ASSIGNMENT OF DEED OF TRUST
For valuable consideration the receipt of which is acknowledged,
the undersigned does hereby transfer and assign unto the
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA
that certain Deed of Trust executed by
PAUL J. ELCYZYN and wife, ANNA BELLE ELCYZYN ,
to
Mortgage Company, dated
the sum of \$ 36,500.00 recorded in Book 186 , Page 325 ,
of the office of the ChanceryClerk of,
County, Mississippi, together with the indebtedness secured thereby.
IN WITNESS WHEREOF the undersigned has executed this Assignment
through its duly authorized officer and has caused its corporate seal to be
thereunto affixed on this, the 6th day of June , 19 75.
BAILEY MORTGAGE COMPANY
_libellium line
William Cook, Vice President(
STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally appeared before me, the undersigned authority in and for
the jurisdiction aforesaid, the within named
acknowledged to me that he is Vice President of Bailey Mortgage
Company, a Mississippi corporation, and that he signed and delivered the above
and foregoing instrument and affixed the corporate seal of said corporation
thereto, acting for and in behalf of said corporation, after having been duly
authorized so to set.
GIVEN under my band and official seal, this the 6th day of
Dayant Dogueine mene
NOTATE PUBLIC PUBLIC
My Commission Expres East 22, 1978
E MISSISSIPPI, DESCRO COUNTY
COUNTY instrument was filed for record at 2 o'clock 186 560 0 1975, and that the same has been REAL ESTATE TRUST DEEDS.
County 186 568 568 REAL ESTATE TRUST DEEDS
FOR PREDICTION AND RECEIVE THE THE IT IS THE PROST DEEDS.

STATE O Icer recorde of said Wishes KIRLO YVELYJARO ase of this Instrument Recorded in 0901 Las Partial Release of this Instrument Recorded A Ectate TID Book air glandes age & day of thousand 1977

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into by and between Margolin Brothers Supply		day of	June	, 19 <u>75</u> ,
of the first part, hereinafter designated as the GRANTOR Trustee, of the second part, hereinafter designated as Ti of the third part, hereinafter designated a WITNESSETH: THAT WHEREAS the Grantors	RUSTER; and No the BENEFICIA	RY.		
	sand and No/10	0		- DOLLARS

Said note being payable on demand and being payable to National Mortgage Company and being executed by Margolin Brothers Supply Company and being given for value received. Privilege is given and reserved so that the party of the first part, their successors and assigns may at any time obtain a release from lien of this instrument upon payment to the holder of the above described note the amount of Thirty Three Thousand (\$33,000.00) Dollars as payment of each lot, plus accrued interest. Such release to be made at the expense of the party of the first part.

said note bearing interest from. date at the rate of 8% for attorney's fees for collection if not paid according to the terms thereof; per centum per annum, and providing

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of_

District of DeScho County, State of Mississippi, and more particulary described as follows, to-wit:

Lots 648 and 649, Section B, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as per plat thereof in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1012, 1013, 1014, 1015, 1016, and 1017, Section C, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 2-8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incomplete condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money hereby shall be advanced as construction progresses upon requisition made by the borrowers for work and material also completed or installed upon the premises on estimates approved by an appraiser of the holder.

> 239 PAGE 580 HIS 19 DAY OF March 1979 H. G. Ferguson

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It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will abserve and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 advances as may be made to the grantors, or either of them such future or additional advancements will be made), (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantor, as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantor, as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantor, as well as any additional indebtedness be represented by or either of them, before the cancellation of record of this instrument, whether such indebtedness of any grantor made as joint promissory notes, open account, over-draft or otherwise, including also any indebtedness of any of the aforementioned obligamaker, surety, endorsor or guaranter, together with all extensions and renewals of any of the aforementioned obligamaker, surety, endorsor or guaranter, together with all extensions and renewals of any of the aforementioned obligamaker, or any part thereof, and whether otherwise accurred or not.

Second: The grantors heroin shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property been described promptly when the same shall become due, and keep the improvements assessed upon said land insured at all times during the continuance of this deed of trust against loss or damage by situated upon said land insured for the maximum amount of insurance obtainable or in such amount as may be apprive, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be apprived by the beneficiary, in some solvent insurance company or companies authorized to de business in the state proved by the beneficiary, in some solvent insurance company or companies authorized to de business in the state proved by the beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and beneficiary, or the legal holder or holders of the indebtedness second bareby, and on failure so to do, then the legal delivered to the legal holder or holders of the indebtedness second bareby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the preciums, and have a lien for the same, with tax sale, or sales, if it has been sold, and insure said property, pay the preciums, and have a lien for the same, with tax sale, or sales, if it has been sold, and insure said property, pay the preciums, and the trustee of the said nate or notes or either of them, any nears, and the failure to prumptly repay the legal holder or holders of the said nate or notes, or either of them, any nears, and the failure to prumptly say the premises by fire or other holder of said indebtedness immediately due and payable. In event of loss or damage to the premise

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their venders of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, ceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or or their said vendees, immediate or remote, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall trustee, then, and in either or any such case, all rema becoming due thereafter on the property herein conveyed shall be appeared to the property herein to be applied on the independent of a factor of the property herein to be applied on the property herein to

Sixth: The granters further bind themselves not to abandon raid property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned granters fail to keep in as good any holder of said indebtedness. It is further agreed that in event the undersigned granters fail to keep in as good any holder of said indebtedness. It is further agreed that in event the undersigned granters fail to keep in as good any holder of said indebtedness and appurtenances hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein state of repairs, betterments or improvements and that any experience of the Beneficiary is obtained by the Beneficiary in the Benefic

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which raid payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sole of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and slaty acres at a time, and the trustee may offer the property berein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the shove described notes and the trustees fee provided for in this need of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this set, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to forcelose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subregation, and the Beneficiary shall have a lien for the same with interest at the rate of six per contum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies as expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal helder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the criginal or any successor trustee, or to the granters herein or their winders of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one contribe of this power of appointment, nower of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect accurity and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to this beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any undebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of atterney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes accured hereby, or of any instalment thereon, or of any instalment thereon, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or if default is made in any other covenant herein contained, then in that event the antire principal num secured hereby, with all interest and charges accused thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforenaid, then unpaid after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and succedness, is any thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sais, the costs and executing this lead of Trust, including

The covenants herein contained shell hind, and the henefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and masigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payer of the indebtdeness hereby secured or any transferre thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the granters on this the day and date first above written.

SIDNEY M. KATZ SENIOR VICE PRESIDENT

MARCOLIN MOTHERS SUPPLY COMPANY

MARVIN LOSKOVE SECRETARY

STATE OF MISSISS	SIPPI				
COUNTY OF					
Personally appear	ared before me, the und	lersigned authori	ty in and for the ju	risdiction aforesaid, ti	te within named
who severally acknow and year therein me	wiedged that ntioned.	signed and deli-	vered the above and	i foregoing deed of t	rust on the day
Given under my	hand and official seal, th	is the	day of	- 1	·
		A M	z Commission expin	Notary I	
STATE OF MISSISS	IPPI			A LEGAL	
COUNTY OF					
Personally appear	red before me, the under	raigned authority	in and for the jur	to that the afferment of the	
Sidne	ey M. Katz	and	Marvin Losko	ve	within named
	ledged that they are ST				
Margolin Broth	hers Supply Compared, sealed as nd, they signed, sealed as n mentioned, they having	y , a	corporation, and tha	t for and on behalf of s	
	hand and official scal,			June	. 1975.
				Valor den Notarz	blic.
		Му	Commission expires	· V complete forther	- 1076
				*	
				5	March 1
					- (September 1987)
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2		E .	K K	, Ha	
OF MIRST	SIPPI, DESCTO	COUNTY N	7 2	4	
certify the	it the within i	nstrument	was filed f	or record at	/ o'cloc
minutes Ho	P.M. 16 day	al gur	e 1975, 1	nd that the s	ame has bee
said County.				PINIC INCOL .	SSUA
	and and seal ct	is the /	2 day of	gune	1975.
s 6.00 ad.	A STATE OF THE PARTY OF	,1	100		1
III	OF THE REAL PROPERTY.	AL DE	Delle	rausor	CLERK
				1	
THE RESERVE		1 00 (4)	2 5 2 1	4 4 H H	SCHOOL SECURE
		4_			

PREPARED ATTY.
FIDNEY M. TOFE ATTY.
FOA1 KHIGHT ARNOLD ROAD
MEMORIS TENN 38113

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto GOVERNMENT
NATIONAL MORTGAGE ASSOCIATION , that cettain Deed of Trust exe-
cuted by William T. Bell and wife, Peggy Ann Bell. to DELTA TITLE
Company, a Tennessee Corporation, dated May 23 , 19 75 ,
securing a note in the sum of \$ 29,900.00 . recorded in Book 186 .
Page 247 , of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary varrants that it is the legal owner
of the above described indubtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$29,900.00 , plus interest at the rate of 73/42 per annum, the first monthly installment being due the first day of July , 1975 .
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 9th day of June . 19 75
PATIONAL HORPOAGE CO PANY
Selling M. Velle
ATTEST: Senior Vie President
Edwin G. Moskovitz Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Refore me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the vithin named Sidney M. Katz and Edwin G. Moskovitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on hehalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
June . 19 75
Judith Combs 2/71/226 My Commission Expires Sept. 13, 1977
Witness my hand and seal this the 17 day of Quine 1075.
Fees \$ 2.50 pd.

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

	ASSIGNMENT OF	DEED OF TRUST	
	For valuable consideration, the	receipt of which is acknowle	dged,
	the undersigned does hereby sell,	transfer and assign unto GOV	ERNMENT
	NATIONAL MORTGAGE ASSOCIATION	, that certain Deed of Trust	exe-
	cuted by Robert G. Foster and wife, Peggy Ann Foster, to DELTA TITLE		
		he benefit of National Mortgo	spe
	Company, a Tennessee Corporation,	dated, 19_7	5+
	securing a note in the sum of \$ 24	,950.00 , recorded in Bool	k <u>186</u>
	Page 277 , of the office of the Chancery Clerk of DeSoto		
	County, Mississippi, together with	the indebtedness secured the	ereby.
	The undersigned as Boneficiary	varrants that it is the legs	l owner
	of the above described indebtedness	ss and is capable of conveyin	g title
	to same.		
	The undersigned covenants that the original Note secured by maid Deed of Trust and assigned by this instrument is in the principal amount of \$ 24.950.00 plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of July 19 75		
	IN WITNESS THEREOF the undersignated its Senior Vice Provident caused its corporate seal to be to day of 2. June , 19 75	and Assistant Secretary, and hereunto affixed on this the	has
		Sidney M. Katz	<u>_</u>
	Edwin G. Moskovitz	Senior Vile President	
	STATE OF TENNESSEE COUNTY OF SHELBY		
	Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Edwin G. Moskovitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.		
	GIVEN UNDER MY HAND and sent of o	ffice, this the 9th day of Judith Combs	
	2/71/226	MOTARY PUBLIC	14. C. Y.
CTEA	My Commission Expires Sept. 13, 1977		Yane Yane
rec	certify that the within instrument orded in Book 60 Page 514 can the said County.	t was filed for record at <u>/0</u> 1975, and that the same REAL ESTATE TRUST DEED	_o'clock has been S
i e n s	tness my hand and seal this the	17 day of June	1975
	SEAL A	H. A.	

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

MURPHY INNS, INC., A Mississippi Corporation,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY-SIX THOUSAND SEVEN HUNDRED FORTY-ONE AND 16/100------ DOLLARS) evidenced by one (1 promissory note (\$36,741.16 of even date herewith in favor of date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

ON DEMAND.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

(See next page for property description.)

- TRACT I

Being a part of the Northeast Quarter of Section 18, Township 3, Range 7 West, in the town of Hernando, DeSoto County, Mississippi, and being more particularly described as follows: Beginning at a point in the North line of Holly Springs Street 390.38 feet East of the East line of Interstate Highway No. 55; thence South 85 degrees 15 minutes 00 seconds West along the North line of Holly Springs Street a distance of 205.38 feet to a point; thence North 16 degrees 24 minutes 00 seconds West a distance of 175.00 feet to a point; thence South 85 degrees 15 minutes 00 seconds West a distance of 207.60 feet to a point, said point being 40.0 feet northeastwardly of the east right of way line of said point being 40.0 feet northeastwardly of the east right of way line of Interstate Highway No. 55 as measured perpendicular to said right of way line; thence North 36 degrees 11 minutes 59 seconds West and parallel to the contright of way line of Interstate Highway No. 55 a distance of 27.02 feet to a point in the context of a literature of the context of the point in the center of a ditch; thence northeastwardly along the center of the ditch on a bearing of North 26 degrees 53 minutes 18 seconds East a distance of 17.33 feet to a point; thence North 13 degrees 21 minutes 09 seconds Kant a distance of 83.39 feet to a point; thence North 10 degrees 30 minutes 01 seconds East a distance of 83.47 feet to a point; thence North 13 degrees 22 minutes 37 seconds East a distance of 62.17 feet to a point; thence North 161 degrees 55 minutes 20 seconds East a distance of 31.58 feet to a point; thence North 165 degrees 21 minutes 05 seconds East a distance of 18.72 feet to a point; thence North 160 degrees 35 minutes 31 neconds East a distance of 63.61 feet to a point; thence North 39 degrees 18 minutes 03 seconds East a distance of 64.17 feet to a point; thence North 75 degrees 21 minutes 59 seconds East a distance of 59.98 feet to a point; thence South 89 degrees 21 minutes 46 seconds East a distance of 112.97 feet to a point; thence Ienving the center of the ditch on a bearing of South 5 degrees 50 minutes 05 seconds West a distance of 320.79 feet to a point; thence South 86 degrees 37 minutes 35 seconds West a distance of 20.04 feet to a point; thence South 8 degrees 00 minutes 22 seconds East a distance of 161.67 feet to the point of beginning. point in the center of a ditch; thence northeastwardly along the center of the

The above described property contains 3.426 acres.

The bearings are relative.

TRACT II

Being a part of the Northeast quarter of Section 18, Township 3, Range 7 West in the town of Kernando, DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the north line of Holly Springs Street 46.89 feet east of the intersection of the north line of Holly Springs Street and the east right of way line of Interstate Highway No. 55; thence North 36 degrees 11 minutes 59 seconds West and parallel to the east right of way line of Interstate Highway No. 55 at a perpendicular distance of 40.0 feet to said right of way line a distance of 200.91 feet to a point; thence North 85 degrees 15 minutes 00 seconds East a distance of 207.60 feet to a point; thence South 16 degrees 2h minutes 00 seconds East a distance of 175.00 feet to a point in the north line of Holly Springs Street; thence South 85 degrees 15 minutes 00 seconds West along the north line of Holly Springs Street a distance of 138.11 feet to the point of beginning. The above described property contains 0.680 acres. The bearings are relative.

Being a part of the Northeast quarter of Section 18, Township 3, Range 7 West in the town of Hernando, DeSoto County, Mississippi, and being more particularly described as follows:

Peginning at the point of intersection of the north line of Holly Springs Street and the east right of way line of Interstate Highway No. 55; thence North 36 degrees 11 minutes 59 seconds West along the east right of way line of Interstate Highway No. 55 a distance of 250.91 feet to a point; thence North 53 degrees 48 minutes 01 seconds East a distance of 40.00 feet to a point; thence South 36 degrees 11 minutes 50 seconds 11 minutes 59 seconds East a distance of 275.37 feet to a point in the north line of Holly Springs Street; thence South 85 degrees 15 minutes 00 seconds West along the north line of Holly Springs Street a distance of 46.89 feet to the point of beginning. The above describes a 40.0 feet wide right of way along the east line of Inversents Highway No. 55 that contains 0.242 acros. The bearings are relative.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and seby, including the payment of any sum which may be expended on any indebtedness which may be incurred insurance, or in the payment of taxes on the said property, or in the payment in the payment of property or in the payment of property in the payment of property in the property paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment made in any other convenant herein contained, then and in that event the entire principal sum secured hereby and the real converse accurate thereon, and all amounts secured hereby, or the interest thereon, or if default is owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or note or notes secured thereon, said all amounts secured hereby, while a the option of the beneficiary, or the his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 purchasers. Should the beneficiary, or he owner or holder of the note or 19's and amendments if any thereto, and terms of sale as required by Section 89-1-55 purchasers. Should the beneficiary, or he owner or holder of the note or notes secured hereby is situated in two or more counties, or in two judicial districts of the same county, of the land lies. Out of the proceeds of sale the trustee shall first pay the order devertaling and making the sale; then he shall pay such of the items of indebtedness secured hereby as ma

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$\frac{1}{2}\Bigcup_000.00\$, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or continuent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations, which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Pifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the heneficiary or to the owner or holder of the notes secured hereby court of competent jurisdiction of a decision that the stipulation or provisions are in covering the payment of assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbetee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbetee act out. But in case such default consists in the fallure to keep the said property insured or to pay the taxous set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxous set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxous said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein attpulated from the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest insta

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or Inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, unsistant vice-president, secretary or treasurer.

Seventh. In case of foreelesure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes accured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ningh. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 13 day of June MURPHY INNS, INC., A Mississippi Corporation no peal secretary President

STATE OF MISSISSIPPI. COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

day of Given under my hand and official seal, this the

19

My Commission Expires:

Notary Public

	thereunto first duly		e, this the	Mari	Explien	Hay Gjr	Notary E 3, 1	979
LAND DEED OF TRUST trom	Filled for Record Ores, 15 7 S	Taddises	Court County County Court	record in my office at W. Sociock A M., on the A day of Asset 19	and was duly recorded the day of , on page	Book No. in my office.	. 19	PUBLISHED BY HEDERMAN BROTHERS JACKSON, MISSELSHES
STATE OF MISSISS I certify that 50 minutes #. recorded in Book of said County. Witness my han eas \$5.00 ed	M. 16 da M. 16 Page d and seal t	5 25 P	une cords	filed 1975, F REAL	for reand th	cord at the TRUST	same DEEDS	o'clock has been 1975.

1		
DeSote County.		
KNOW ALL MEN BY THESE PR	ESENTS: That The	e Hernando Bank
of Hernando, Missi	ssippi	the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of	January	19 74 made and executed by Al. T. Dison and
wife, Clara L. Dison	_6f	to The Hernando Bank
the above named beneficiary, and recor	ded in the office of the C	hancery Clark of DeSoto
County, in the State of Mississippi in		Trust Deed Record No. 170 on page 406
	23rd day of	January A. D. 19.74 is now fully paid
and satisfied; and 1 do hareby authoriza		
		n this said instrument and that this order be recorded in the records of
said County also as provided by law.	This the 1916	day of June, L975.
		The Hernando Bank
		Morning
		A. S. Ballard, Jr., President
DeSoto County.		
2 - V - V - V - V - V - V - V - V - V -		authority Elois M. Barbee
in and for County and State aforesaid.		
delivered the above and foregoing in said The Harmando Bank,	after first being	date for the purpose therein mentioned; as the act and deed og duly authorized and empowered to so do. A D 19 75
Given weder my band and seal o	f office this 1916	2 day of fear 10, 19.02
My Commission Expires: My Commission Expires Jan. 7, 1978		Notary Public
		Cf-carDimence break

THIS 2 DAY OF JUST 19 23

THIS 2 DAY OF JUST 19 23

Thereinafter designated as Trustee, and
MISSISSIPPI.

Mississippi Pankers Americaian Form No. 1 (Ravined Dec. 1950) L.A.N.D.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

JAMES L. MURPHY,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the following of

xlatic xxxxxxxxxxxxxidinx for the payment of sattornes a foca in case, of default and deinex due, and paxable an follows, to wit:

WHEREAS, the said granter desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the granter, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit

(See next page for Property Description.)

(Property Description attached.)

Being part of the north half of Section 10, Township 3, Range 7 West, and being more particularly described as follows:

Beginning at the Northwest corner of the northeast quarter of Section 10, Township 3, Range 7 west; thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence south 88 degrees 12 minutes 03 seconds West a distance of 1321.16 feet to a point; thence South 0 degrees 41 minutes 39 seconds East a distance of 1320.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 1332.29 feet to a point; thence North 1 degree 10 minutes 38 seconds West a distance of 1082.48 feet to a point; thence North 88 degrees 49 minutes 22 seconds East a distance of 1290.37 feet to a point; thence South 24 degrees 15 minutes 53 seconds East a distance of 231.54 feet to a point; thence North 87 degrees 57 minutes 16 seconds East a distance of 360.15 feet to a point; thence North 2 degrees 15 minutes 55 seconds East a distance of 792.51 feet to a point; thence North 20 degrees 00 minutes 24 seconds West a distance of 66.73 feet to a point; thence South 83 degrees 35 minutes 45 seconds West a distance of 95.34 feet to a point; South 83 degrees 35 minutes 45 seconds West a distance of 95.34 feet to a point; thence North 5 degrees 42 minutes 50 seconds West a distance of 103.06 feet to a point; thence North 31 degrees 30 minutes 00 seconds West a distance of 33.63 feet to a point; thence North 71 degrees 22 minutes 26 seconds West a distance of 137.55 feet to a point; thence North 0 degrees 20 minutes 05 seconds East a distance of 731.02 feet to a point in the North line of Section 10; thence South 89 degrees 25 minutes 19 seconds West along the North line of Section 10 a distance of 1531.20 feet to the point of beginning; containing 100.70 acres; and being part of the same land conveyed to John L. Vaiden by deed appearing of record in warranty book 40, page 448, in the office of the Chancery Clerk of DeSoto County, Mississippi; and being part of the same land acquired by Katherine Clay Vaiden under the Will of John L. Vaiden,
Deceased, appearing of record in Will Book 8, Page 421, in the Office
of said Clerk; and being the same land Katherine Clay Vaiden conveyed
by Warranty Deed to James L. Murphy as recorded in Book 105, Page 89
in the Office of said Clerk;

LESS AND EXCEPT: An Easement for ingress and egress reserved

by predessor in title on the following described land:

Beginning at the Northwest corner of the Northeast quarter of Section 10, Township 3, Range 7 West, thence South O degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 8 degrees 31 minutes 57 seconds West a distance of 237.15 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 756.38 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 40.00 feet to a point; thence North 1 degree 10 minutes 38 seconds West a distance of 752.52 feet to a point; thence North 8 degrees 31 minutes 57 seconds East a distance of 237.06 feet to a point; thence North 0 degrees 55 minutes 03 seconds West a distance of 1329.09 feet to a point in the North line of Section 10; thence South 89 degrees 25 minutes 19 seconds West along the North line of Section 10 a distance of 10.00 feet to the point of beginning; the same being a 40 foot right-of-way

easement and consisting of 2.13 acres.

LESS AND EXCEPT: The land described as follows:

Beginning at a point in the North line of Section 10, 1531.20 feet East of the Northwest corner of the Northeast quarter of Section 10, thence South 0 degrees 20 minutes 05 seconds West a distance of 436 feet to a point; thence South 89 degrees 25 minutes 19 seconds West a distance of 200 feet to a point; thence North 0 degrees 20 minutes 05 seconds East a distance of 436 feet to a point in the north line of Section 10; thence North 89 degrees 25 minutes 19 seconds East along the north line of Section 10 a distance of 200 feet to the point of beginning, containing 2.00 acres and being Parcel I on the survey of Allen G. Cox & Associates,

LESS AND EXCEPT: The land described as: Starting at the northwest thence South O degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 989.70 feet to the point of beginning; thence South 1 degree 10 minutes 38 seconds East a distance of 329.96 feet to a point; thence South 88 degrees · 11 minutes 35 seconds West a distance of 1332.29 feet to a point; thence North O degrees 41 minutes 39 seconds West a distance of 330.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 9.51 feet to the point of beginning, and containing 10.08 acres.

LESS AND EXCEPT: The land described as: Part of the north half of Section 10, Township 3, Range 7 West and being more particularly described as follows: Starting at the northwest corner of the northeast quarter of section 10, Township 3, Range 7 West; thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 659.74 feet to the point of beginning; thence South 1 degree 10 minutes 38 seconds East a distance of 320.06 feet to a point thence South 1 degree 10 minutes 38 seconds East a distance of 329.96 feet to a point; thence South 88 degrees 11 minutes 35 seconds
West a distance of 1329.51 feet to a point; thence North 0 degrees 41 minutes
39 seconds West a distance of 330.00 feet to a point; thence North 88 degrees
11 minutes 35 seconds East a distance of 1326.73 feet to the point of beginning.
The above described property consists of 10.06 acres.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any hullding on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and cured hereby, including the payment of any sum which may be expended or any indebtedness which may be caused hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred out to be beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for pended in the protection of this security. If all indebtedness secured hereby in the payment of premiums for pended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and elementable including all interest due thereon at the rate herein specified, then in that event this conveyance shall be secured hereby, or of any installment of indebtedness secured hereby, and the payment of the note or notes when due and demandable of any other item of indebtedness secured hereby, are provided herein, or in the payment of the note or notes when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is interest and charges accrued thereon, and all amounts secured hereby, and all a secured hereby and in the payment of the beneficiary, or the interest the report of said note or notes, be and become at once due and payable, and the trustes herein named, or note or notes secured hereby, sell said property and land, or a sufficiency therefore to satisfy the indebtedness aforesaid of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchasers. Should the beneficiary, or the owner or holder of the interest of said as required by Section 69 - 1 purchasers. Should the beneficiary, or the owner or holder of the interest of said note as required by Section 69 - 1 here in such event a declaration of default to the trustee, and a required for sale hereunder, may be made by any le as required by Section 89 - 1 - 55

It is agreed and understood, by and between the parties hereto that this convoyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

Piret. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$\frac{1}{10000.00}\$, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or continue before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endersement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the building and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the fallure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the inte

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, he a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 13 day of June, 1975.

Jumes L. Murphy

STATE OF MISSISSIPPL
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JAMES L. MURPHY,

who have ally acknowledged that he

digned land delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13th day of June, 1975.

My Commission Expires: 9121 3, 1918 - 76 66 Notary Public (SEAL)

STATE OF MISSISSIPFI, DESOTO COUNTY

I certify that the within instrument was filed for record # // o'clock

50 A. 16 day of Quine 1075,

recorded in Book 186 To 58 To 500 day of Frail ESTATE TRUST DEEDS

of said County

Witness my hand and seal this bear

Fees \$ 5.00pd.

SEAL H. J. Gerguson, CLERK

CANCELES BY AUTHORITY RECOPDED IN BOOK

(herein "Lender").

DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of JUNE , 19 75 , among the Grantor, BAXTER R. COOK (a/k/a Baxter Ray Cook) and wife, BETTY JEAN COOK,

(herein "Borrower"), Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Senatobia, Mississippi,

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of , State of Mississippi:

> Lot 475, in Section "D" of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 14, Township 4 Sout h, Range 8 West.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Togerher with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Four Thousand & No/100 - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2000 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtesiness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums accured by this Deed of Trust.

debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 bareof the Payment is added to the Funds was made. The Funds was made

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at

offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, cruinent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at such any expense or do any act hereunder.

 8. Inspection. Lender may make or cause to be made reasonable entries action of the state of the payable entries are the state of the state of the payable entries are payable entries.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amertization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortisation of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower's successors in interest.
- 11. Forbedrance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

 15. Uniform Deed of Trust; Governing Law: Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

 18. Borrower's Conv. Borrower shall be furnished a conformed conv of this Deed of Trust at the time of
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

 If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-UNITORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies.

Except on provided in paragraph 7 bereof, upon Borrower's breach of any covenant or agreement of acceleration shall mail notice to Borrower agreement of the provided of Trust, and the provided of the provided of Trust, Lender prior to cure such breach; all a date, not keep than 20 days from the date the hereof specifying. (1) the facility of the state of the provided in the notice rower, by which such broach made to cure such breach on or before the date specified in the notice of the such as the provided of the provided of the provided of the such as the cure of the such as a c permitted by paragraph 18 hereof. In WITNESS WHEREOF, Borrower has executed this Deed of Trust. BOXET R. COOK -Вопочел BETTY JEAN COOK Route 2, Thunderbird Drive Hernando, Mississippi 38632 STATE OF MESSISSIPPI, DESOTO COUNTY 88: Personally appeared before me, the undersigned authority in and for said County and State, the within named BAXTER R. COOK and wife, BETTY JEAN COOK, who acknowledged that t bey signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the day of JUNE, A who acknowledged A.D., 19.75 Mall & Hay My Commission expires: My Commission Expires April 3, 1929 STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filled for record of a clock and 19 95 and that the STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 8 p'clock ao minutes A M. 16 day of Qual 1975, and that the same has been recorded in Book 86 Page 585 Roards of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 17 day of SEAL H. G. Gerguson Fees \$ 5.00 pd.

Paid, Satisfied and Cancelled

Cancelled 1983

Mississippi Bunkers Association Form No. 1 (Revised Dec. 1985) LAND 14. B. Frequen By. T. E. Danis D. C.

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

CLAUD M. BROWN and wife, JO ANNE BROWN,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD.

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK.

of the third part, hereinafter designated as the Beneficiary.

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in ninety-six (96) monthly installments of principal and interest in the amount of ONE HUNDRED THIRTY-ONE AND 14/100 DOLLARS (\$131.14) each, with the first of said monthly installments of principal and interest due and payable on or before July 15, 1975, and one (1) of said monthly installments of principal and interest due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW. THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Thirty-One (31), Township Three (3) South, Range Eight (8) West,
State of Mississippi, and more particularly described as follows, to-wit:

State of Mississippi, and more particularly described as follows, to-wit:
BEGINNING at a point on the West line of Section 31, Township 3 South,
Range 8 West, that is 340 feet South of the Northwest corner of the
Southwest Quarter of the Northwest Quarter of said Section 31; said
point of beginning running thence South along the Section line for a
distance of 160 feet; thence South 76 degrees East for a distance of
59 feet; thence North 26 degrees, 06 minutes East for a distance of
160 feet; thence North 77 degrees, 30 minutes West, for a distance of
139.8 feet to the point of beginning, LESS AND EXCEPT the north 60
feet conveyed by Marcelle M. York to Ernest V. Johnson, et ux, by
Warranty Deed of record in Book 43, Page 276, of the Deed Records of
DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to ascure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary berein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of attack of the said property, or in the payment of attack of their may be sequended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate berein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the yeapment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest therson, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of material property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sais shall be made by alving notice of the time, place and terms of sails as required by Section. Whis of the Mindissippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or hol

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1-

Second. The granter will at all times during the continuance of this deed of trust keep the building and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may eject. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and atipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said incurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes. paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate heroin stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall. with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or helder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 13th day of June, 19 75.

STATE OF MISSISSIPPI. COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid. the within named CLAUD M. BROWN and wife, JO ANNE BROWN, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official heal, this the 13th day of My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 16 day of June 1975, and that the same has been recorded in Book 186 Page 589 Cords of REAL ESTATE TRUST DREDS

pd. 5.00

Witness my band and real this the 10 day of June 1975 Clerk

Paid, Satisfic. Affect Chancery Clerk FOR REAL ESTATE, CHATTEL OR BOTH Thomas R. Hurdle, et ux between Thomas R. Hurdle and wife, Evelyn S. Hurdle DEED OF TRUST Security Bank of Hernando and Security Bank of Hernando WITNESSETH, That whereas, said part ics of the first part, being indebted to the said part y of the second part in the num of Six Thousand Dollars (\$6,000.00) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable on or before June 15, 1976 8.7 acres, more or less, situated in the Northwest Quarter of Section 22, Township 3, South, Range 7 West and more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point on the north right of way line of Holly Springs Road that is 208.71 feet West of the East line of said Northwest Quarter Section (which point is also the Southwest Corner of the G. E. Laughter 1 acre lot); thence Westerly along said road right of way a distance of 183 feet to a point, which is the Southeast corner of the Edward B. Entrikin 40.3 acre tract; thence with the East line of the said Entrikin tract North 5 degrees 35 minutes West 1,088.7 feet to an iron pin; thence North 85 degrees 07 minutes East 392.75 feet to the East line of said Northwest Quarter Section; thence with the East line of said Quarter Section, South 5 degrees 35 minutes East 880 feet to the Northeast Corner of the said Laughter 1 acre lot; thence South 89 degrees 09 minutes West along the North line of said Laughter lot 208.71 feet to an iron pin; thence South 5 degrees 35 minutes East along the West line of said Lot 208.71 feet to a point in the North right of way of Holly Springs Road, and the point of beginning. Said lands are located in the Southeast corner of the Mrs. Jossia E. Haves 62 acre tract of land as located in the Southeast corner of the Mrs. Jessie E. Hayes 42 acre tract of land as described by deed to her from Edward B. Entrikin dated November 19, 1965 and of record in Deed Book 64, page 6 of the land deed records of DeSoto County, Mississippi and full reference is hereby made to said deed and to the survey plat of J. E. Lauderdale, C. E., recorded with said deed for the full location of said lands. This is also the same land conveyed to the Grantors berein by deed of record in Deed Book 77, page 192 in the office of the to the Grantors herein by deed of record in Deed Book 77, page 192 in the office of the Chancery Clerk of DeSoto County, Mississippi. Should the Trustee at any time believe and property, or any part thereof enlargered as a security for and slots. he may then forthwith take purseoise of sald property and sell the same as hornen believe directed. Should the part 10.75 then this instrument to be used, but to default thereof the soil Trustee shall take possession of said property, and after going notice of the time, place and terms of sale, by advertisement according to law in DeSoilo County, shall the agree at particle another, to the highest builder for each, at such time and place as he shall designate in said afternament. The processis of said shall be applied to the payment of used indestructions and all costs incomed herees, and if there he a surplus, such simple shall be refunded to the part. 10.5

Witness, Our signature 5, the data written above.

Witness, Our signature 5, the data written above. Emp & Tuest Christo. STATE OF MISSISSIPPI, Desorto COUNTY

A Printedly appeared before me the undersigned authority
Thomas TRA plurdle and wife, Evelyn S. Hurdle of said County, the within named I the foregoing Devil of 7 My Commission Expires: Tilletea By Notary Public STATE OF MISSISSIVE, D-SOTO COUNTY. of said County, this day personally appeared the above named STATE OF MISSISSIPPI, DESOTO COUNTY 45 plantes P. the within instrument was filed for record at 1 o'clock recorded in Book 186 185 592 June 1975, and that the same has been REAL ESTATE TRUST DEEDS Witness my hand and seal this the My day of

Assignment of this Instrument

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of June Grantor, Lyman W. Carroll and wife, Sandra S. Carroll , 1975 , among the (herein "Borrower"), (herein "Trustee"), and the Beneficiary, Bailey Mortgage Company , a corporation organized and existing under the laws of the State of Mississippi , whose address is 161 East Amite Street, Jackson, Mississippi 39205 (herein "Lender").

Bornower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably, grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto ., State of Mississippi:

Lot 783, Section "F", Carriage Hills Subdivision, in Section 24, Township 1, Range 8 West, as recorded in plat book 6, page 3 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Toosther with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty Nine Thousand Four Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made. Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable

at security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 bereaf the Property is sold or the Property is otherwise acquired by Lender, Lender

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liena. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lieu which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lieu so long as Borrower shall agree in writing to the payment of the obligation secured by such lieu in a manner acceptable to Lender, or shall in good faith contest such lieu by, or defend enforcement of such lieu in, legal proceedings which operate to prevent the enforcement of the lieu or forfeiture of the Property or any part thereof.

5. Hereof Insurance. Description about the improvements now levisting or bereafter creeted on the

5. Hozard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, huzards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, All insurance policies and recovers thereof is the same payment.

when due, directly to the insurance entrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the same secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower of if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents. 7. Protection of Lender's Socurity. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust, Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon potice from Lender to Property in the content of the payment such amounts shall be payable upon potice from Lender and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection
with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemna-

tion, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original D to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbegrance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights bereinder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Dead of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust: Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust. (b) the creation of a purchase money security interest for house-hold appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

expiration of such period, Lender may, without further covenant and agree as follows:

Non-Unitrona Covenants. Borrower and Lender further covenant and agree as follows:

It, Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of my covenant or agreement of Borrower in this Deed of Trust, including the covenants to any when the notice is mainted to the Mod of Trust, benefit of the covenant of the covenant of the covenant of the provided of the provided of trust and a date, not less than 30 days from the date the notice is mainted to Borrower, by which such breach of our care the breach of the tender is mainted to Borrower, by which such breach that the covenant is not careful in the coverage of the best of Trust and all of the Property. If the breach is not cured on or before the date specified in the notice may result in acceleration of the coverage of the best of Trust and all of the Property. If the breach is not cured on or before the date specified in the notice of the property of the breach is not cured on or before the date of the property of the breach is not cured on or before the date specified in the notice may result in acceleration of the collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph is, including but not interest the collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph is, including but not interest the collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph is, including but the property of purposes and expenses incurred the purpose of property at public all paragraph is, including but the property at public and paragraph is, including but the property of public and paragraph is, including but the property of public and paragraph is, including but the property of public and paragraph is, including but the property of public and public property. Trustee data is a public and public and public and public and pub

In Witness Whereor, Borrower has executed this Deed of Trust.

Lyman W. Carroll Budra S. Jassell Sandra S. Carroll 1797 Farmington Drive

Southaven, Mississippi 38671

STATE OF MESSESSIPPI, DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the willin famed Lyman W. Carroll and wife, Sandra S. Carroll

that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 9th day of June.

My Commission expires:

9-25-78

County as:

County and State, the willin famed with a said County and State, the willin famed that they signed and delivered the foregoing instrument on the day and year therein mentioned.

June 19-25-78

		CERTIFY Page 1 - Fighter County
Jercify that the 20 minutes A M. recorded in Book /8/o of said County. Witness my hand and Fees \$ 500 pd.	Le day of Justine	filed for record at 10 o'clock 1975, and that the same has been
		20000

CANCELLED BY AUTHORITY RECORDED IN BOOK 248 PAGE 500

THIS 2 DAY OF BEAT 1979

CHANCERY CLERK

DEED OF TRUST

UNIFIRST FEDERAL SAVINGS AND

	JACKSON, A	AISSISSIPPI	ATION
For the considerations hereinaft	ter mentioned, we	Ray W. Hodges, .	Jr.
and Susie G. Hodges			hereinafter designated
Grantor, do hereby sell, convey and w	arrant unto Tom B	. Scott, Jr.	who
is hereby appointed Trustee with ful	I power and authority	y to execute this trust, th	ne following described property
situated inDeSoto		ounty, Mississippi, to-wi	
Lot 1248, Section "F" Township 1 South, Ran in plat book 9, pages Chancery Clerk of DeS	ge / West as p 46 through 49	er plat thereof r	
together with all the buildings and improvement flatures of every kind or character used in con-	th one or he will be	one manager and the second	
fixtures of every kind or character used in con- light, water, gat or power, and all other appara- now or hereafter located on said premises; all realty; also, all and singular the tenements, he said property.	nection with said premises fur, equipment, appliances of which, for the purpose meditaments and appurten-	of the purpose of supplying, and all a for the purpose of supplying, and fixtures of any kind which is of this Deed of Trust, are agreed belonging, or in any with the purpose of the supplying of the supplying the	pparatus, equipment, appliances and distributing or utilizing cold, heat may be placed on or in any buildings need to be fixtures and a part of the see apportaining, to any, or all of
IN TRUST, HOWEVER, and upon the foll	cwing conditions, to est:		
WHEREAS, Grantor is indebted to the L	Joifint Federal Savings as	nd Loan Association, Jackson,	Mississippi, hereinafter designated
as the "ASSOCIATION", or Beneficiary, in the	wm of Thirty-Fi	ve Thousand Nine	Hundred Fifty and
00/100 Dollars		evidence	d by our certain promissory note of
even date herewith, bearing interest at the rate the face thereof that if default be made in the not made good prior to the due date of the no due without notice, af the option of the holder vided in said note, on the amount thereof, princ declared due and payable, as herein provided, b	payment of any installment at succeeding installment, thereof, and providing for	the entire principal sum and ac the payment of attorney's fee	s of ten per cent (10%), as non-
257.76 payable on the			19 <mark>75 and a like amount on</mark>
he 1st day of each succeeding mon	th until said indebtedness	is fully paid	The second of th

At 615

Paris Instrument Recorded in No. 218 Paris 221 This the 10 day of Dan. 1977 H. D. Freedreson Class

In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Musissippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent 15% I of each aggregate monthly payment more than fifteen 1151 days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assetuments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promotly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly, and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same imanner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendees of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be taken against the Grantor, or said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary (lability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer lise to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promotly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events. This conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Granter fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as here-inabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such

time, or times, at such place in. DeSoto. County, Massasippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property, it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and afterney's fee, if any, and shall next pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee shall have full power in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor there or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

ElGHTEENTH: The Association or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or successions of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option better the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife **CKAMON** of the aforesaid Ray W. Hodges, Jr. has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her this right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

Ray W. Hodges, Jr.,	Susie G. Hodges	dges)
STATE OF MISSISSIPPI,		
COUNTY OF DeSoto		
Personally appeared before me, the underzigned authority	y, in and for the State and County afore	
Ray W. Hodges, Jr. and his wife XXXXX scknowledged that they, and each of them, executed, signed mentioned.		A CONTRACTOR OF THE PARTY OF TH
Given under my hand and official seal, this the 10th	day of June	0 19 3 5
My commission expires: 9-25-78	DB/Bridgler	Notary Public
STATE OF MISSISSIPPI		
COUNTY OF.		
Personally appeared before me, the undersigned authority,	. In and for the State and County aforesa	id,
		executed,
Given under my hand and official seal, this the		
My commission expires:		
STATE OF MISSISSIPPI, DESOTO COUNTY		Notary Public

THIS 5 DAY OF March 1976

CHANCERY SLEEK

DEED OF TRUST

		DEED OF IR			
Trustee: Dial Finings Con	ul Douglas Kimberli Masissib Taig	in and Sherrye	Denise Kimberlin		
Total of Payments: \$ 45 Instalments: 36	First Instalment The The	ge: \$ 1281.17	Amount Financed: \$.38		imber of Monthl
Lender named above on a c stated above as "Amount stated. The first instalmen finance charge and agreed :	ade this day of day of day in Fortain Note of even date in Financed", made to Grants it due date is stated above the of charge applicable to	the amount stated a ors by Lender Said Other instalments a said loan and Note a	75 witnesseth that Gr. bove as "Total of Payment Note is payable in the nu- tre payable on the same of the above stated.	antors named aboves", evidencing a le mber of moothly lay of each success	e are indebted to an in the amoun instalments above ding month. The
In consideration of the executed and delivered to I Lender or a refinancing of a ing in the aggregate at any above the following describe	aforemid indebtedness and sender by Grantors at any any unpaid balance of said one time as unpaid amounts ad real estate located in	I in order to secure if time before said Note Note or renewal there at of \$25,000, the Gra Shelby	ne prompt payment of said shall be paid in full, wid soil, or both such future los ators hereby sell, convey, a	Note and any fur lenging either a fur and refinancian and warrant unto t	ture note or note ture loan by said to loan by said to be trusted named
follows: Seginal	"B", DeSoto Village of plat of record in of DeSoto County,) ing at a point in t of said subdivisi	Ussissippi, be he south easte	ing more particular rly line of Norman	15 in the of: rly describer ly Cove et th	fice of the t as mortherst
Cove 42 feet to a eastwardly 100.55	roduced: thence nor point at the sout feet to a point a	thee twardly a heat corner of t the southeast	long the southeasts f Lot 930 of said : corner of said Le	we east curb orly line of subdivision: ot 930: then	line of Normandy thence ≅ southward
feet to the point	coint at the souther of beginning		erra acc bust music	e northeantw	mence west ardly 171.07
truly pay and discharge their this instrument and conveys hereby secured or default in	 and this conveyance is in indelstering ascured herels nee shall be veid and of no 	trust for the follow; s, according to the for further force and eff	ng purposes and none others of the instrument or instructions, defendent	r: If the Grantor ruments evidencin	E the same, then
soever, then the Trustee may ing unpaid and secured hereb real estate, and before or allo of the time, place, and terms highest hidder for cash at the of which are besselved.	y upon demand of the hold by, and the Trustee, or his er such entry, to advertise of sale in a newspaper put Court House in said court	r indebtedness secure or of the Note declar successor, is hereby as the safe of said real or hished in the county of r free from equity of	I by the above described re- e immediately due and pay therized and empowered to take once each week for the a which and real estate is redemption. Increased the	al estate owing to while all indeleted no enter and take p se consecutive was contest, and to sell	any party what eas then remain- ossession of said one, giving notice
	men nevera for each in such	other mainer as ma	v be provided or normitted	by law.	or the Trustee
In case of sale under thi expenses of this trust and its e	is Deed of Trust, the proce execution, and second, to the	eds will be applied to	y the Trustee as follows:	first, to the payme	nt of necessary
shall include all conders.	e plural number shall be co Granters have bereante se	mirand to include the	angular, the singular the	placed, and the us	e of any gender
STATE OF MISSISSIPPI	{ ss.	Su	rryi Dan	while:	SMI SIGN HERE
Personally appeared befor Sharrye Benine Kimbe				s Klaberlin :	
cknowledged that he, she or t ventioned. Given under my hand and	official scal this the 301	and all the grade of the second	19 75	rust on the day ar	who od year therein
	ared by B. Thompson	778	1.A. Clime	1	
ompany of <u>Mississipp</u> i 2 F74 MS		6125	Millbranch Southa		Dial Finance Mississippi.
					100
recorded in Book of said County.	M. / day of	fecords of	975, and that t	he same ha	s been
Witness my hand Fees \$ <u>1.50 pd</u> .	d and seal this	H. P.	Fergus	, CLE	1975. RK
			1		

DEED OF TRUST

THIS INDENTURE, this day made and entered into between FRANK L. ACREE JR. AND WIFE/

of the first part, hereinafter designated as the Grantor, JAMES E. WOODS

Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

(\$ 7270.80

) evidenced by

promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 6 per centum per

MATURITY , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: IN 60 MONTHLY INSTALLMENTS OF 121.18 THE FIRST INSTALLMENT DUE ON OR BEFORE JUNE 15, 1975 AND ONE INSTALLMENT PAYABLE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL PAID IN FULL.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to

64 acres more or less situated in the Southeast Quarter of Section 9, Township 3 South, Range 5 East, and being more particularly described as follows: COMMENCE at the Southwest Corner of the Southeast Quarter of Section 9, Township 3 South, Range 5 East, DeSoto County Mississippi; run thence South 88 degrees 49 minutes Range 5 East, DeSoto County Mississippi; run thence South 88 degrees 49 minutes 12 seconds East a distance of 330.05 feet to an iron pin; run thence South 00 degrees 4 minutes 18 seconds East a distance of 81.35 feet to an iron pin; thence run North 87 degrees 50 minutes 11 seconds East a distance of 438.86 feet to an iron pin; thence run North 00 degrees 59 minutes 22 seconds East a distance of 383.17 feet to a point, said point being the point of beginning of the hereinafter described tract; from said point of beginning run thence North 00 degrees 59 minutes 22 seconds East a distance of 383.17 feet to an iron pin; thence run North 90 degrees 22 minutes 8 seconds West a distance of 779 41 feet to a point on the 89 degrees 33 minutes 8 seconds West a distance of 779.41 feet to a point on the

West line of the Southeast Quarter of Section 9; thence run South 00 degrees 12 minutes 18 seconds West along said West line of said Southeast Quarter a distance of 350.37 feet to a point; thence run South 89 degrees 33 minutes 8 seconds East a distance of 779.41 feet to the point of beginning and containing 6½ acres more or less and being part of the same property conveyed to Aden B. Barber, et ux, et al by deed from Cecil Mason, et al as shown of record in Land Deed Book 103, Page 253, Land Deed Records, DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured bereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and domandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment thereon, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured herein with a made in any other convenant herein contained, then and in that event the entire principal sum secured herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiently thereof to saidly the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1823 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the event or holder of the note or notes secured hereby be a corporation, th

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other bazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The granter will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxies herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate horein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest install-be covered by this conveyance and shall be due and demandable on the date of the maturity of the int

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninch. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

Frank LAcres

IN TESTIMONY WHEREOF, witness the signature of the grantor this the

STATE OF MISSISSIPPI.
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named FRANK L. ACREE JR. AND WIFE CONNIE SUT ACREE Who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 5th. day of May 19 75

My Commission Expires: May 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

Certify that the within instrument was filed for record at 10 o'clock recorded in Book 18 k age 60 for Toords of REAL ESTATE TRUST DEEDS

Witness my hand and deal this the 17 day of Quant 1975.

Fees \$ 7.5 pd.

THIS 30 DAY OF Jan. 1980

TRUST DEED

THIS INDENTURE, made this the 23rd day of January, 1975, between JON C. BECKUM and wife, ORA LEE BECKUM, Party of the First Part, and F A A FEDERAL CREDIT UNION #9639, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of THREE THOUSAND THREE HUNDRED and NO/100 DOLLARS (\$3,300.00), with interest from date at the rate of Nine percent (9%) per annum, repayable in 48 equal monthly installments of \$82.14 each, beginning February 20, 1975, and due the 20th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Floyd Rumage, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 387, Section B, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 51 and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 168, Page 53, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or insbility on the part of said Trustee to execute the trust herein confided, the party of the second part his/her/their assigns or legal representatives, can at Should the Trustee at any time believe said property, or any part the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 23rd day of January, 1975.

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jon C. Beckum and wife, Ora Lee Beckum, who did acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 23rd day of January,

y Commission expires:

Notary Public

Dellie M Braswell

timbre Expires Feet 19, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify the within instrument was filed for record at recorded in Book 18 Page 1004 Records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the [7] day of

280 PAGE 660 HIS 11 DAY OF 7eb. 1982

W. S. 7 en quoon

605

Mississippi Bunkers Association Form Ns. 1 (Revised Doc. 1868) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

Bobby J. Markle and wife, Evelyn Markle

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank & Trust

of the third part, hereinafter designated as the Beneficiary.

Due and repayable in 60 equal amortized monthly installments of \$231.72 each, the first installment due on or before the 20 day of 1975 and one installment due on the same day of each month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or any part of said indebtedness as per the terms of the note. Failure to make any installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

5 1/2 acres, more or less, being a part of Lot 6 of the Hamilton partition in the Southeast Quarter of Section 30, Township 1, Range 6 as recorded in Book 39, Page 433, said 5 1/2 acres being described as BEGINNING at a point 1974 feet South of the Northeast Corner of the Southeast Quarter of said Section 30; thence West 1154 feet to a stake; thence North 209 feet to a stake; thence East 1154 feet to a stake in the East line of said Section 30; thence South 209 feet to the point of beginning and being a strip of 209 feet wide North and South off of the entire South side of said Lot 6 and being the same lands conveyed to Bobby J. Markle and his wife, Winifred I. Markle, by deed of date May 8, 1965 of record in Book 61, Page 601 of the Deed of Records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter srected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other flow of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of and note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Buch sale shall be made by giving notice of the time, place and terms of sale as required by Section 383 of the Mississippi Code of 1942 and amountments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be hinding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000,00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endersement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take passession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally incornative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once decisire the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes berein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of and secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the granter herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whosever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular, holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of note or notes secured hereby.

IN TENTIMONY WHERKOF, witness the signature of the grantor this the 10 day of May 1975.

STATE OF MISSISSIPPI.
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County storeedd the within named Bobby J. Markle and wife, Evelyn Markle,

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20 day of May.

My Commission Expires:

My

SEAL H. P. Gerguson



Minimippi Bankers Association Form No. 1 (Revined Dec. 1955)

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Wade L. Burrow and wife, Jean A. Burrow

of the first part, hereinafter designated as the Grantor.

James E. Woods

Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank and Trust

of the third part, hereinafter designated as the Beneficiary.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

The North Half of the Northeast Quarter and the East Half of the Northeast
Quarter of the Northwest Quarter, all in Section Four (4), Township Three (3),
Range Five (5) West, containing 100 acres, more or less, and being the same
land conveyed to Wade L. Burrow, et ux by deed from D. L. Strickland, dated
December 28, 1956 and of record in Book 43, page 383, Land Deed Records,
DeSoto County, Mississippi, and being further described as the same lands
conveyed to D. L. Strickland by deed from E. B. Horn and by deed from Tom
Rodgers as shown by deeds of record in Deed Book 18, page 498, Land Deed
Records of DeSoto County, Mississippi, subject however to existing easements
for public roads traversing said lands, and existing easements for public utilities.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforessid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and vold, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby and attended thereby, or any interest and thereby, or any interest and charges accured thereby, and all amounts secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured bereby with all interest and charges accured thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the notes or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforemaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section \$53 of the Missinsippi Code of 1942 and amsendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the heneficiary, or the owner or holder of the note or notes secured hereby be a corporation,

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall-contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of ices and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust. or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and as-

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbe-fore set out. But in case such default consists in the failure to keep the said property insured or to pay the tax-es herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, he conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corpora-tion, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th. day of May

· Worde + Brenne. / Jes Demand Burrow

STATE OF MISSISSIPPL COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Wade L. Burrow and wife, Jean A. Burrow

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, t	this the 30th.	day of	May	19 75
My Commission Expires: May 18, 1976		limil		y Public
STATE OF MISSISSIPPI, DESCTO C.	OUNTY			
Servify that the within in recorded in Book /86 Page 608 Witness my hand and seal this	- gine	Tiled for 1975, and	r record at	10 o'clock
Witness my hand and seal this Fees \$ 5.00 pd.	the_ 17	lay of	ATE TRUST	DEEDS
SEAL	44	110	01113000	Close

CANCELLED BY AUTHORITY RECORDED IN BOME DAY OF CORNIL 1976

CHANCERY

CANCELLE BY AUTHORITY PREMIUM IN BOOK 197 MAN 520 THIS 23 DAY OF TRANSP 14 76

DEED OF TRUST

THIS INDENTURE, this day made and entered into between wife, Patricia Anne Stewart Brand

Charles H. Brand, Jr. and

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

and payable as follows, to-wit:

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seven Thousand and No/100-DOLLARS (\$ 7,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after , providing for the payment of attorney's fees in case of default and being due

On or before October 10, 1975, together with interest accrued thereon.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 3, McAlister Acres Subdivision in Section 18, Township 2 South, Range 8 West as recorded in plat book 13, page 15 in the office of the Chancery Clerk of DeSoto County, Mississippi, containing 4.3 acres, more or less.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates without

Parties of the first part covenant to maintain builders' risk insurance on any improvements constructed on the herein described property at all times during the life of this loan, with loss payable clause in favor of the party of the third part.

Together with all the hereditaments and appartenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This convayance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of remains for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and offect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the notes secured hereby, shall, at the option of the beneficiary of the made by giving notice of the time, place and terms of sale as required by Section 285 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then it such event a declaration of de

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other bazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesald upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once decisire the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax saie if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax saie, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premium, he conclusive evidence as between the parties to this

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 5th day of June 19 75

Charles A Brand Jones

Pattern Asset Stewart Brand

STATE OF MISSISSIPPI,

who severally acknowledged that

1

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles H. Brand, Jr. and Patricia Anne Stewart Brand

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under mx hand	and official seal, this the	th day of	June	19 75
My Commission Express	June 2, 1977	n	Tary Elle,	Noberson
000				Notary Public

30 - 16 / 186	on county in instrument was filed for record at day of que 1975, and that the seconds of REAL ESTATE TRUST	10 o'clock
Witness my hand and sea	I this the 17 day of Jene	1975.
Fees \$ 5.00 pd.	SEAL H. G. Ferguson	CLERK

Class C

TATE OF MISSISSIPPI, (as. DeSoto County.				
		The Hernan	do Bank	
KNOW ALL MEN BY THESE PRE				
Hernando, Missi			clary, does hereby certify	
earing date the 4 day of	February	19 75 made and	Leonard by	L. Biggs and
Margaret Biggs	of		to The Her	nando Bank
he above named beneficiary, and recond-	ed in the office of the C	hancery Clerk of D	e Soto	
County, in the State of Mississippi in	Real Estate		ed Record No. 183	on page 254
if the Record of Trust Deeds, on the	des ed		, A. D. 1	
nd satisfied; and I do hereby authorize				
County to enfer satisfaction and certifica-				
aid County also as provided by law.	This the 13to	by day of	Care	9.75.
		THE HER	NANDO BANK	
		-00	The med	
		by: A. S.	Ballard, Jr., P	resident
STATE OF MISSISSIPPI.				
DeSate County.				
Personally came and appeared befo	an in the enderstance	Elois	M. Barbee, Nota	ry Public
		Jr., Presiden		edged that he signed a
n and for County and State aforesaid.				
delivered the above and foregoing instr of said The Mernando Bank,	. arter ilret be	THE GULY HUBBING	PRESENT BRIDE SHIPPERS	red to so do.
Given unline my thind and seal of	office this	- "" L	leis the brus	
My Commission Expires Jan. 7. 1	1978	6	Ow In Dad	rel
THE PARTY COUNTY CANDIDA TO THE PARTY OF THE				

STATE OF MISSISSIPPI, DESCTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. 16 day of June 1975, and that the same has been recorded in Book 186 Page 614 Toords of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of June 1975.

Fees \$2.50 pd.

SEAL H. H. H. H. H. J. CLERK

ols Mr.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST STATE OF MISSISSIPPI, DeSoto County. The Hernando Bank KNOW ALL MEN BY THESE PRESENTS: That_____ Hernando, Mississippi __the beneficiary, does hereby certify that a certain trust deed bearing date the 28 day of June 19 74, made and executed by St. Mary's Missionary. Baptist Church . The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of. De Soto County County, in the State of Mississippi in. Real Estate Trust Deed Record No. 177 on page 191 said County also as provided by law. This the 18th day of Mene , 1915. THE HERNANDO BANK by: A. S. Ballard, Jr., President STATE OF MISSISSIPPI. DeSoto County, Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned. as the act and deed of said The Rernando Bank, after first being duly authorized and empowered to so do. Given under my hand and seal of office this little day of flow in brukes. My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes AM. 10 day of 1975, and that the same has been recorded in Book /80 Page (15 Seconds of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 days 1975.

Tees \$ 2.50 pd.

CLERK

	W.	***************************************	
			24
STATE OF MISSISSIPPI, DeSote County.			
KNOW ALL MEN BY THESE PE	RESENTS: That Willi	am W. Kerr, President	
of Peoples Bank and Tru	st	the beneficiary, does hereby co	crify that a certain trust des
bearing date the 26th. day of	april 19	74, made and executed by ROD	
	of	to Peo	ples Bank and Trust
the above named beneficiary, and recor	ded in the office of the Char	xery Clerk of DeSoto	
County, in the State of Mississippi in	Real Estat	Trust Deed Record No. 1	75on page 521
of the Record of Trust Deeds, on the	29th. 6sy of.	May). 19 <u>74</u> , is now fully paid
and satisfied; and I do hereby authorize	the Clark of the Chancery C	Court of said DeSoto	
County to enter satisfaction and certific	ete of severent in full uson th	his said instrument and that this order t	se recorded in the records o
said County also as provided by law-			
		Peoples Bank and Trust	
		m. little Win	President
	1 44 2 30		
STATE OF MISSISSIPPI, DeSete County.			
7			
Personally came and appeared before	ere me, the undersigned such	orny. Aurelia B. Jones, a J	Notary Public
in and for County and State aforesaid,	William W. Kerr.	President who ackno	wiedged that he signed and
delivered the above and foregoing instr	Peoples Bank and		
	4000		
Given under my hand and avail of	office this Journal	day of Nav	A. D. 19 <u>.75</u>
LIOTARY		- Unite B. Jone	
		Noten Pelle	
PUDLIC			
	University of the second	HIPOGO A7444	

STATE OF MISSISSIPPI, DESOTO COUNTY

3 certify that the within instrument was filed for record at 10 o'clock

3 minutes A M. (day of Ourse 1975, and that the same has been recorded in Book 186 Page 1975 and that the same has been of said County.

Witness my hand and seal this the 17 day of Ourse 1975.

Fees \$2.50 pd.

SEAL A SEAL ESTATE TRUST DEEDS

CLERK

Mississippi

For valuable consideration the receipt of which is acknowledged,
the undersigned does hereby transfer and assign unto the
the miner signed does nereby than see and to sign three the
FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA ,
that certain Deed of Trust executed by
OTIS MANGRAM and wife, ETHEL MANGRAM ,
to <u>C. B. Henley</u> , Trustee, for the benefit of Builey
Mortgage Company, datedApril 25, 1975, securing a note in
the sum of \$ 25,500.00 recorded in Book 185 , Page 249 ,
of the office of the ChanceryClerk of,
County, Mississippi, together with the indebtedness secured thereby.
IN WITNESS WHEREOF the undersigned has executed this Assignment
through its duly authorized officer and has caused its corporate seal to be
thereinto affixed on this, the <u>13th</u> day of <u>June</u> , 1975.
BAILEY MORTGAGE COMPANY
Littling Charle
WILLIAM COOK, VICE PRESIDENT
STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally appeared before me, the undersigned authority in and for
the jurisdiction aforesaid, the within named WILLIAM COOK , who
acknowledged to me that he is <u>VICE PRESIDENT</u> of Bailey Mortgage
Company, a Mississippi corporation, and that he signed and delivered the above
and foregoing instrument and offixed the corporate seal of said corporation
thereto, acting for and in behalf of said corporation, after having been duly
authorized so to act.
GIVEN under my hand and official seal, this the 13th day of
Morgont Occapatine More Nove
My Commission Expires Feb. 22, 1978
OF MISSISSIPPI, DESCTO COUNTY
A within instrument was filed for record at 10 o'clock day of Aure 1975, and that the same has been seconds of REAL ESTATE TRUST DEEDS
thess my hand and seal this the 17 day of June 1975
2.50

BMC-14

STATE OF MISSISSIPPI, DESCTO COUNTY	
20 within instrument was filed for record at 10 o'cl.	ook
A within instrument was filed for record at 10 o'cle day of Aune 1975, and that the same has be records of REAL ESTATE TRUST DEEDS	een
Witness my hand and seal this the 17 day of June 1979	5.
SEAL H. G. Gerguson CLERK	

ASSIGNMENT OF TRUST

	For valuable consideration the receipt of which is acknowledged,
	the undersigned does hereby transfer and assign unto the
	FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA
	that certain Deed of Trust executed by
	BILLY JOE PRICE and wife, PATRICIA PRICE,
	to, Trustee, for the benefit of Bailey
	Mortgage Company, dated April 14, 1975, securing a note in
	the sum of \$ 33,000.00 recorded in Book 185 , Page 99 ,
	of the office of the Chancery Clerk of
	County, Mississippi, together with the indebtedness secured thereby.
	IN WITNESS WHEREOF the undersigned has executed this Assignment
	through its duly authorized officer and has caused its corporate seal to be
	thereunto affixed on this, the 13th day of June , 1975.
Š	BAILEY MORTGAGE COMPANY
	Little Make
	WILLIAM COOK, VICE PRESIDENT
	STATE OF MISSISSIPPI
	COUNTY OF HINDS
	Personally appeared before me, the undersigned authority in and for
	the jurisdiction aforesaid, the within named <u>WILLIAM COOK</u> , who
	acknowledged to me that he is <u>VICE PRESIDENT</u> of Builey Mortgage
	Company, a Mississippi corporation, and that he signed and delivered the above
	and foregoing instrument and affixed the corporate seal of said corporation
	thereto, acting for and in behalf of said corporation, after having been duly
	authorized so to set.
	GIVEN under my hand and official seal, this the 13th day of
	Margaret Jacqueline Moore
	My Commission Expires Feb. 22, 1978
	DE MISSISSIDDI DECOTA COMPTY
e i	rtify that the within instrument was filed for record at Oo'clock inutes H. M. 10 day of Occords of REAL ESTATE TRUST DEEDS
ic	d County.
116	ess my band and seal this the 17 day of Aune 1975.

STATE OF MISSISSIPPI, DES	SOTO COUNTY	10
30 minutes H. M. 16	day of Chest was file	d for record at Oo'clock, and that the same has been L ESTATE TRUST DEEDS
recorded in Book & O Page	e 618 Pecords of REA	L ESTATE TRUST DEEDS
at and Canata		
Witness my band and sea	al this the $m{l}'m{)}$ day o	1 June 1975.
	1.0/	
rees 2.50 pd	11 14 9	
	SEAL OF WE	lerguson, CLERK
		1
		//

LOAN MODIFICATION AND EXTENSION OF LIEN AGREEMENT

WHEREAS, Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, deceased, loaned to Bill J. Spence, W. N. Spence, Jon A. Reeves,

Byrl L. Lehnus Colleen G. Engle, Larry M. Jones and James C. Robbins, jointly Byrl L. Lehnus having sold his interest to Jerry A. Truitt, and severally, the sum of One Hundred Seventy-One Thousand Five Hundred (\$171,500) Dollars, evidenced by note and secured by Deed of Trust, both dated April 1, 1974, which Deed of Trust is recorded in Book 173, page 353, in the office of the Clerk of the Chancery Court of De Soto County, Mississippi, to which reference is here made; and

WHEREAS, the parties hereto for mutual consideration wish to modify the terms of said note and Deed of Trust in the following particulars: To extend the balance of the first annual principal payment from April 1, 1975, to August 1, 1975; however, the first annual interest payment in the amount of Twelve Thousand Five Hundred Ninety-Two and 03/100 (\$12,592.03) Dollars shall be due and payable on April 1, 1975, and the second and final annual principal and interest payment to be due April 1, 1976, and the amount of principal required to be paid in order to secure the release from said Deed of Trust of additional tracts shall be increased from Twenty-Three Thousand (\$23,000) Dollars to Twenty-Seven Thousand Five Hundred (\$27,500) Dollars.

NOW, THEREFORE, it is agreed that the unpaid principal balance of said indebtedness is as of the date of execution hereof the sum of One Hundred Forty-Seven Thousand (\$147,000) Dollars, and said mortgagors promise to pay said indebtedness, and Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, deceased, promises to accept payment of said indebtedness by annual payments of principal and interest as set forth in this Modification Agreement. In addition, Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, deceased, promises to release additional 10 acre tracts upon the payment of amounts equalling Twenty-Seven Thousand Five Hundred (\$27,500) Dollars principal. In all other respects, said note and Deed of Trust shall remain in full force and effect, and said mortgagors promise to pay said indebtedness as amended herein, and to perform all other obligations in said note and Deed of

Trust as provided herein.

EXECUTED this | day of April, 1975. Jo Ruth Riley Wallace Executive of Estate of Buford Fowler Wallace Bill Depence W. N. Spenge don A. Reeves Jepry A. Truitt Collegn G. Engel Lapy M. Jones STATE OF TENNESSEE) COUNTY OF SHELEY byrl L. Lehnus On this day of April, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jo Ruth Riley Wallace, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same WITNESS my hand and notarial seal at office the day and year first My Commission Expires: STATE OF TENNESSEE) COUNTY OF SHELBY) On this ______ day of April, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Bill J. Spence, W. N. Spence, Jon A. Reeves, Jerry A. Truitt, Colleen G. Engel, Larry M. Jones and James C. Robbins, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. WITNESS my hand and notarial seal at office the day and year first Notary Public My Commission Expires: 6/25/75 STATE OF MISSISSIPPI, COUNTY OF DESOTO On this day of April, 1975, before me, a notary public in and for said state and county duly commissioned and qualified, personally appeared Byrl L. Lehnus to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. WITNESS my hand and notarial seal of office the day and year first above written My commission expires: My Commission Expires Jan. 5, 1970

STATE OF TENNESSEE) COUNTY OF SHELBY)

On the \(\sum \) day of April, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jo Ruth Riley Wallace, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and notarial seal at office the day and year first above written.

Notary Public

... My Commission Expires:

5-14-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock

I certify that the within instrument was filed for record at 4 o'clock

I certify that the within instrument was filed for record at 4 o'clock

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I certify that the

CANCELLED BY AUTHORITY RECORDED IN BOOK

242 PAGE 59

THIS 2 DAY OF May 1979

St. M. Ferguson

CHANCERY CLERK

FOR REAL ESTA	ATE, CHATTEL OR BOTH
	TE, CHATTEL OR BOTH
James E. Westbrook, et ux, Grantors THIS INDENTURE	E. Made this 13 th
To { DEED OF TRUST between James E. First National Bank of parties	Westbrook and wife, Shirley M. Westbrook
Southaven, and First Nati	onal Bank of Southaven, Party of the first part.
Beneficiary 40/100 dollars (\$11,624.40) evidenced by date herewith, bearing interest at the raction of \$193.74 each, payable on or before July 18, 1975, and or 19th day of each consecutive succeeding models.	whereas, and part ies of the first part being indebted to the mild part Y min of Eleven thousand six hundred twenty four & their one promissory note of like amount and ever the of observant from maturity repayable in with the first monthly installment being due and ne installment is due and payable on or before the other control of the control of th
paid by Arthur Huggins berguined, and sold to the said Treatee the following described property, is products of every kind-that	es, and of the sum of One Dollar to the part. 16S of the first part Treatee, the part. 16S of the first part has VC this day granted, acaims in the County of DeSoto, and state of Minimippi, via AR of the highesterical and all the county of creen hind-to be grown by
Lot 4 in Section A of Pleasant Hill Estate of record in Plat Book 11	s East Subdivision as shown on Plat appearing e Chancery Court Clerk's Office of DeSoto County
If default be made in the payment of any in sum and accrued interest shall at once become of the holder of the note. Failure to exe of the right to exercise the same in the ex	nstallment under the note, the entire principal ome due and payable without notice at the option roise this option shall not constitute a waiver went of any subsequent default.
It is further sorred by parties of the	st part that failure to pay any installment ad the trustee or substitute trustee is authorize
It is further agreed that any taxes paid on fully covered by this Trust Deed.	said property by party of the second part are
Should the Trustee at any time believe said property, or any part there seems of said property and self the same as berein below directed. Should to	of, endangered as a scarnity for and dake he may then forthwith take pos- he part_1CS _ of the first part parametry pay the above stated indebtedness
sell the same at public another, to the highest labeler for each, at such time, plantability the applied to the payment of said said to be	e and terms of sale, by advertisement according to law in Debots County, shall not place as he shall designate in and advertisement. The respondent of the
its assigns or legal representatives, can at any time appoint	the part 105
Witness OUT signature S the date written above	James E. Westbrook
STATE OF MESSISSIPPI, DESOTO COUNTY.	Shirley M. Westbrook
Dames E. Westbrook and wife, Shirley M	. Westbrook of sud County, the within passed
Green scaler my hand and afficult scal, this 13 15	ord of Trust on the day and year thereis sentioned.
MY COMMISSION EXPIRES: (SEAL)	Desald & Jack
STATE OF MISSISSIPPI, DeSOTO COUNTY.	Notary Public Pil
STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument we minutes D M. 16 day of Dune of said County.	res filed for record at 3 o'clock 1975, and that the same has been REAL ESTATE TRUST DEEDS
Witness my hand and seal this the 19	day of Que 1975.
Fees \$ 0.50 pd.	L'Erguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Grantors To { DEED OF TRUST William F. Hagan, Trustee for T.P. Flinn, Jr.,	and T.P. Flinn, Jr.,	el and wife, Charlet M. [*] parties party	of the first part,
Beneficiary evidenced by their one pr interest at the rate of 1	of the second part in the sum of . On omissory note of like a	d part ies of the first part, being indeb e thousand and no/100 do mount and even date here due and payable June 11	llars (\$1,000.00) with, bearing
bargained, and sold to the said Trustee the foll	and countries and of the promises, and of the owing described property, breated in the new hard, and all the care wither as landboot or ten-	the part during the form 12	agreed to secure the prompt of the first part of haVC—this day granted, via: All of the agricultural
The Northwest Quarter of containing 40 acres, more to Flanzey Lee Daniel, et	the Southwest Quarter o	f Section 21, Township 3	, Range 9 West,
It is further agreed that are fully covered by this	any taxes paid on said trust deed.	property by party of the	second part
Should the Trustee at any time believe as session of said property and sell the same as he	of property, or any part thereof, endang	reed as a security for said dubt he m	ry them forthwith take pos-
on or before the	Aforesaid piving notice of the time, place and remaider for each, at much time and place a man and all costs incurred herein, and if the part of and Trustee to execute the	then this instrument to be veid, but in defa- is of sale, by advertisement according to be i be shall designate in said intertisement, there be a surplus, such surplus shall be refu- trust legan contained, the part Y of th	ult thereof the said Treates in Disselv County, shall The proceeds of use sale nided to the part 10S
Witness OUT signature S Witness		Franzey Lee Daniel	inita
STATE OF MISSISSIPPI Describe County Personally appeared before the Flanzey Lee Daniel and wi who showshillful that they signed Seven under my hand and official and, the	and delivered the foregoing Deed of To	of mid of	County, the within named
MT COMMISSION EXPIRES: STATE OF MISSISSIPPI, DESOTO COUNTY.	(SEAL)	Notary Public	-Clab -1975
STATE OF MYCONES	sereto, sign and deliver the same to the	of said County, this day personally a witnesses to the foregoing Deed of Trust, we said Trustee; that he, this deponent, subsert and that he saw the	ho, being first duly sworn, bed his name as a witness
recorded in Book 186 Page of said County	day of Que	filed for record at 1975, and that the si REAL ESTATE TRUST DE	3 o'clock tme has been
Pees S. S. Sond Cancelled Paid, Satisfied and Cancelled This 28 day of Opril 19	CSEAL H. P.	Ferguson	1975.
West Kerguson bi m. m.	anka		

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the part payment of the indebtedness described in and secured by that certain bead of Trust dated April 26, 1968, executed by Wallace E. Johnson, Inc. to Northwest Title Guaranty Company as Trustee, Service Mortgage and Investment Company, Inc., as Beneficiary, which Deed of Trust is recorded in Bock 102, Page 260, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Northwest Title Guaranty Company, as Trustee, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 77, Hernando Estates Subdivision, Section B, in Section 7, Township 3, Range 7, as shown on the recorded Plat of said Subdivision in Plat Book 6, Page 9, in the office of the Chancery Court of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Wallace E. Johnson, Inc., and to its successors and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

SERVICE MORTGAGE AND INVESTMENT COMPANY, INC. joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustee to execute this release.

WITNESS our signatures this the 12 day of June , 1975 NORTHWEST TITLE GUARANTY COMPANY, SERVICE MORTGAGE AND INVESTMENT TRUSTEE COMPANY, INC. Attest: STATE OF TENNESSEE COUNTY OF SHELBY PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey, who acknowledged that as Vice President and Assistant Secretary, respectively, for and on behalf of and by authority of SERVICE MORTGAGE AND affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office this the 21 day of June 1975. My Commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY I certify the the within instrument was filed for record at 4 o'clock recorded in Book /86 Page 624 Perords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 19 day of Fees \$ 8.50pd.

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated April 26, 1968, executed by Wallace E. Johnson, Inc. to Northwest Title Guaranty Company as Trustee, Service Mortgage and Investment Company, Inc., as Beneficiary, which Deed of Trust is recorded in Book 101, Page 515, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Northwest Title Guaranty Company, as Trustee, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 77, Hernando Estates Subdivision, Section B, in Section 7, Township 3, Range 7, as shown on the recorded Plat of said Subdivision in Plat Book 6, Page 9, in the office of the Chancery Court of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Wallace E. Johnson, Inc., and to its successors and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

SERVICE MORTGAGE AND INVESTMENT COMPANY, INC. joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustee to execute this release.

WITNESS our signatures this the 12 day of ________, 1975. NORTHWEST TITLE GUARANTY COMPANY, SERVICE MORTGAGE AND INVESTMENT TRUSTEE COMPANY, INC. Attest: STATE OF TENNESSEE COUNTY OF SHELBY PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey, who acknowledged that as Vice President and Assistant Secretary, respectively, for and on behalf of and by authority of SERVICE MORTGAGE AND INVESTMENT COMPANY, INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office this the 25 day of June 1975 Notary Public My Commission expires:

STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the Athin instrument was filed for record at \(\frac{7}{2} \) o'clock \(\frac{0}{2} \) minutes \(\frac{1}{2} \) \(\frac{1}{2} \) day of \(\frac{1}{2} \) and that the same has been recorded in Book 186 Page (0) Cords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 19 day of Fees \$2.50 pd.

TRUST DEED

THIS INDENTURE, made this the 11th day of June, 1975, between BILLY G. CAMP and wife, MARY K. CAMP, Party of the First Part, and SECURITY BANK of SOUTHAVEN, MISSISSIPPI, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of SEVEN THOUSAND TWO HUNDRED TWENTY-NINE and 40/100 DOLLARS (\$7,229.40), which includes principal and interest, repayable in 60 equal monthly installments of \$120.49 each, beginning July 15, 1975, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due:

Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Arthur E. Huggins, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 1258, Section B, Southaven West Subdivision, in Section 23, Township I, Range 8 as shown on the recorded plat of said subdivision in Plat Book 2, Pages 48 and 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 100, Page 460, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 11th day of June, 1975.

Belly & Carry

Mary K/Camp M Camp

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Billy G. Camp and wife, Mary K. Camp, who did acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 11th day of June, 1975.

My Commission expires:

My Dimmission Expires Feb. 19, 1978

Selfie M. Breswell

35 In A State County

Thin instrument was filed for record at 9 o'clock

and seed to the county of the same has been witness my hand and seal this the 9 day of Oune 1975.

Fees \$ 2.50a

SEAL H. G. GERGUSON, CLERK

TRUST DEED

THIS INDENTURE, made this the 10th day of June, 1975, between HOWARD L. BROADWAY and wife, FRANCES L. BROADWAY, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of SEVEN THOUSAND EIGHT HUNDRED FORTY-TWO and NO/100 Dollars (\$7,842.00), which includes principal and interest, repayable in sixty (60) equal monthly installments of \$130.70 each, with the first installment due July 8, 1975, and due the 8th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part premises, and of the sum of One Dollar to the party of the first part paid by Arthur E. Huggins, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 1 in Juanita Acres Subdivision located in Section 30, Township 2, Range 7 West, in DeSoto County, Mississippi, as shown on recorded plat in the office of the Chancery Clerk of DeSoto County, Mississippi, recorded in Plat Book 7, Page 45.

This conveyance is made subject to the right-of-way lien to Mississippi Power and Light dated February 10, 1971, and recorded in Book 80, Page 508, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 122, Page 71, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 10th day of June, 1975.

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Howard L. Broadway and Frances L. Broadway, who did acknowledged that they signed and toregoing need of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 10th day of June, 1975.

My Commission expires:

My Combinion Expire Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY 35 minutes A M. 17 day of June 1975, and that the same has been recorded in Book /86 Page (02) Cords of REAL ESTATE TRUST, DEEDS of said County. Witness my hand and seal this the 19

Mississippi
ASSIGNMENT OF DEED OF TRUST
For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA
that certain Deed of Trust executed by
JOHN PAUL LITTLEJOHN and wife, KATHRYN M. LITTLEJOHN
C. B. Henley , Trustee, for the benefit of Boiley
Mortgage Company, dated May 30, 1975 , securing a note in
of the office of the Changers Clark of the office of the Changers Clark of the change ch
of the office of the ChanceryClerk of <u>DeSoto</u> , County, Mississippi, together with the indebtodness secured thereby.
thereby.
IN WITNESS WHEREOF the undersigned has executed this Assignment
through its duly authorized officer and has caused its corporate seal to be
thereunto affixed on this, the 4th day of June , 19 75 .
BAILEY MORTGAGE COMPANY
William Cook Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally appeared before me, the undersigned authority in and for
the jurisdiction aforeself the Marketon
acknowledged to me that he is
Company, a Mississippi corporation, and that he signed and delivered the above
and foregoing instrument and affixed the corporate seal of said corporation
thereto, acting for and in behalf of said corporation, after having been duly
authorized so to act.
GIVEN under my hand and official seal, this the 4th day of
June , 19 75.
Margaret Juoqueline Mone
Et Fourtland Land
that the light instrument was filed for record at 9 o'clock of Book/8 Page (28 Jords of REAL ESTATE TRUST DEEDS Sis my hand and neal this the 19 may of 1975.
SEAL H. H. Jerann

35min recorded of said Witnes

Class C 4057 ORDER TO CLERK TO CANCEL DEED OF TRUST STATE OF MISSISSIPPI. DeSoto County. KNOW ALL MEN BY THESE PRESENTS: That Wilson L. Douglas and Billie S. Douglas of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of January 19 72 made and executed by James L. Murphy of Hernando, Mississippi to Wilson L. Douglas, et al, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County County, in the State of Mississippl in Real Estate Trust Deed Record No. 137 on page 201 of the Record of Trust Deeds, on the 10th day of January , A. D. 19.72 , is now fully paid STATE OF MISSISSIPPI, DeSete County. in and for County and State aforesald, Wilson L. Douglas and Billie S. Douglas , he acknowledged that Be signed and *Given surider my hand and seel of office this 13th day of

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 alalast
Description that the within instrument was filed for record at o'clock minutes & M. 17 day of Owne 1975, and that the same has been recorded in Book/86 Page 629 records of REAL ESTATE TRUST DEEDS
day of June 19/5, and that the same has been
recorded in Book & Page Q29 records of REAL ESTATE TRUST DEEDS
of said County
Witness my hand and seal this the 19 day of Och 1975.
the state of the s
Fees \$2.50 pd.
Fees 50.3 od.
SEAL AT I CLERK
D. W. Service

			1 - 1 L (11111111
STATE OF MISSISSIPPI, DeSoto County.				
KNOW ALL MEN BY THESE PRES	ENTS: That CAROL	YN M. BOREN,		
#X			loes hereby certify that a	
bearing date the 23rd day of		7 made and execute	_{d by} E. SCOTT J	ORDAN
and wife, CECELIA M. JC	RDAN,		, to Carolyn M	l. Boren
the above named beneficiary, and recorded	in the office of the Chancer	y Clerk of	DeSoto	
County, in the State of Mississippi in	Real Estate	Trust Dead Reco	d No. 95 on ;	page 385
of the Record of Trust Deeds, on the	24th day of	June	A D 19.67	is now fully a
and satisfied; and I do hereby authorize th			DeSoto	
County to enter satisfaction and certificate				
		CONTRACTOR OF THE PARTY OF THE	THE WINDS OF THE STREET	40 THE RECORDS
		A arolyn/M. Bo		
said County also as provided by law.	√ -{			
said County also as provided by law.	√-€ SSEE			
STATE OF MESSIENER. } TENNE X.PxSete County. Of } SHELB	SSEE Y	arolyn/M. Bo	Brew.	
TATE OF MESSICIATE. TENNE X.PxSete County. Of SHELB Personally came and appeared before a	SSEE Y	arolyn/M. Bo	Public,	
TATE OF MESSISSIES. TENNE X Private County. Of SHELB Personally came and appeared before a	SSEE Y ne, the undersigned authority CAROLYN M. BO	a Notar	Public,	
TATE OF MESSICIATE. TENNE X.PXSete County. Of SHELB Personally came and appeared before a and for County and State aforesaid.	SSEE Y The undersigned authority CAROLYN M. BO not on the day and date for	a Notary	Public,	
TENNE Tensorally came and appeared before a and for County and State aforesaid. Telson and for County and State aforesaid. Telson and for County and State aforesaid.	SSEE Y The undersigned authority CAROLYN M. BO not on the day and date for	a Notary	Public,	atishe signed a
STATE OF MISSISSIPPI. TENNE X.PXSete County. Of SHELB Personally came and appeared before a and for County and State aforesaid.	SSEE Y The undersigned authority CAROLYN M. BO not on the day and date for	a Notary	Public,	

STATE OF MISSISSIPPI, DESOTO COUNTY Certify that the within instrument was filed for record at 9 o'clock recorded in Book 10 of 1975, and that the same has been of said County. REAL ESTATE TRUST DEEDS
Witness my hand and seal this the 19 day of June 1975. Fees \$2.50 nd. SEAL H. H. H. H. L. STATE TRUST DEEDS 1975.

HIS 15 DAY OF OCT 1986

Ass ignment of the hoursman Recogning in

Real Estate T/D Bosh

No. 232 Pour 274

H. D. Ferguson Clerk in

631

DEED OF TRUST

THIS DEED OF TRUST is made this 12th day of JUNE 1975, among the Grantor, RALPH BETHAY and wife, GENEVA BETHAY, (a/k/a Geneva Garner Bethay),

(herein "Borrower"),

Joe M. Hudspeth

(herein "Trustee"),

and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is

Horn Lake, Mississippi,

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto , State of Mississippi:

Lot 4 of Bill LaRue's Tchulahoma Road Subdivision, in Section 4 and in Section 5, Township 2 South, Range 7 West as shown on the recorded plat of said Subdivision in Plat Book 8, Page 44 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

ALSO: Together with the East .31 acres of Lot 5 of Bill LaRue's Tehulahoma Road Subdivision in Sections 4 and 5, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on survey plat of Thomas W. King dated May 13, 1975.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Thousand and No/100 - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI-FHLMC-12/71-1 to 4 Family

Assignment of this Instrument Recorded in Real Estate 2/0 Book
No. 309 Fage 418
This the 5 day of Jan. 1984
W. J. Zurywood

637 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust. 2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any. 4. Charges: Liens. Borrover shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. 5. Hozord Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender. 6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium. or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects, Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to facur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorised to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the mouthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy bereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

If this Deed of Trust: Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies

a special f

permitted by paragraph 18 hereof. Non-Uniform Covernants. Borrower and Lender further covenant and agree as follows;

18. Acceleration, Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specially in: (1) the bach, (2) the action required to care such breach on the back of the paragraph 14 hereof specially in: (1) the breach, (2) the action required to care such breach on the back of the paragraph 14 hereof specially in: (1) the breach is not careed on or before the date specified in the notice. Lenders option may desire all of the importery of the breach is not careed on or before the date specified in the notice. Lenders at Lender's option may desire all of the importery of the breach is not careed on or before the date specified in the notice. Lenders at Lender's option may desire all of the importery of the breach is not careed on or before the date specified in the notice. Lenders at Lender's option may desire all and any other remedies permitted by applicable couls and expenses incurred in pursuing the remedies provided in this paragraph 18, melading, but not imited to remove the control of the transport of the property o Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows: In Witness Whencor, Borrower has executed this Deed of Trus RALPH BETHAS Daneur Delka GENEVA BETHAY Tehulahoma Road Horn Lake, Mississippi 38637 Property Address STATE OF MISSISSIPPI, DESOTO Personally appeared before me, the undersigned authority in and for said County and State, the within named RALPH BETHAY & wife, GENEVA BETHAY, (a/k/a Geneva Garner Bethay), who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the day of JUNE A. , A.D., 1975 hable B Hayr My Commission expires: 6400 3 1979 STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was STATE OF MISSISSIPPI, DESCTO COUNTY Certify that the within instrument was filed for record at o'clock minutes A M. M day of June 1975, and that the same has been recorded in Book 180 Page 1031 Cords of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 19 day of 1975. Fees \$5.00 pd.

356 PAGE 39/

10. DAY OF JANUARY 1986

635

Mississippi Bankers Association Form No. 1 (Hawlard Dec. 1985) LAND

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

JERALD H. GUNN, JAMES H. HAMILTON and DONALD P. HOBSON, of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

MEMPHIS TRUST COMPANY - Pension Trust, Memphis, Tennessee, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY THOUSAND AND NO/100 - - - - DOLLARS

(\$ 30,000.00) evidenced by one (1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

One Hundred Twenty (120) equal monthly installments of \$396.45 each, beginning on the day of June, 1975, with a like installment due and payable on the day of each and every successive month thereafter, the final installment due and payable on the day of May, 1985, or until paid in full.

THIS IS A PURCHASE MONEY DEED OF TRUST.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

(Description of Property attached.)

Part of Lot 3, Commercial Lot "A", Section "A", Southaven West Subdivision in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi; being more particularly described as:

BEGINNING at a point in the Westerly line of U. S. Highway No. S1 a distance of 175 feet, more or less, Northwardly from the North line of Brookhaven Drive, produced; thence Northwardly along the Westerly line of U. S. Highway No. 51 a distance of 178 feet, more or less, to a point at the Southeast Corner of the Morgan property; thence Westwardly along the Southerly line of said Morgan property 165.0 feet to a point at the Northeast Corner of Lot 1006 of Section "A", Southaven West Subdivision; thence South along the East line of Lot 1006 and Lot 1005 of said subdivision 137.08 feet to a point at a corner of said Lot 1005; thence Southwestwardly along the Southeasterly line of Lot 1005 and Lot 1004 of said subdivision 72 feet, more or less, to a point, said point being 150.0 feet North of the North line of Brookhaven Drive, as measured at right angles thereto; thence East and parallel with the North line of Brookhaven Drive 75 feet, more or less, to a point; thence North at an interior angle of 90° 25.0 feet to a point; thence East and parallel with the North line of Brookhaven Drive 75 feet, more or less, to the Point of Beginning.

BEGINNING at a point in the West line of the D-X Sunray Oil Co. property 150 feet North of the North line of Brookhaven Drive; thence West at an angle of 90° to said West line 74.15 feet to a point in the Southeasterly line of Lot 1004 of said subdivision 10.14 feet Northeastwardly from the Northern-most corner of Lot 1001 of said subdivision; thence Northeastwardly along said Southeasterly line 10.36 feet to a point at a common corner of Lots 1004 and 1005 of said subdivision; thence Hastwardly 70 feet, more or less, to the Point of Beginning.

Both of the above-described parcels of land being the same land First National Bank conveyed to Memphis Trust Company by Warranty Deed dated December 29, 1971, and recorded in Warranty Deed Book 93, Page 236 in the Office of the Chancery Clerk of said county.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary berein, or any owner or holder of the note or notes ascured bereby, in the payment of premiums for insurance, or in the payment of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein appecified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured bereby or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of infabbtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary or at the request of any owner or holder of the note or notes secured hereby sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then supaid. Such sais shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Massissippi Code of 1541 and amounts is any thereto, and t

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The granter will at all times during the continuance of this deed of trust keep the buildings and improvements on said promises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the granter shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the granter. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the granter and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may bereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper efficer showing full payment of all such taxes and securements.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically piedged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the tien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all stams paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is piaced shall, with respect to this taxes and assessments, aforesaid, be conclusive as between the profess to

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Righth. Granter covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; helder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then helder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the granter this the 23 day of May, 1975.

Jerald H. Gunn

Jerald H. Gunn

Jerald P. Hobson

TE OF MISSISSIPPI.

COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JERALD H. GUNN, JAMES H. HAMILTON and DONALD P. HOBSON, who severally acknowledged that they

signed and selevered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official soul, this the <u>23rd</u> day of May, 1975.

My Commission Expires: Apr. 3 1979 —) hald. B Lay of Notary Public Notary Public

STATE OF MISSISSIPPI, DE	SOTO COUNTY	
I certify that the wir	hin instrument was filed for record at day of Sunt 1975, and that the same 635 reords of REAL ESTATE TRUST DEF	o'cloc
of said County.	e 635 reords of REAL ESTATE TRUST DEF	DS
	al this the 19 day of scene	1975.
Fees \$ 5.00 pd.	1101	,
	SEAL KT. J. Clerguson	CLERK

Paid, Satisfied and Cancelled This indenture made this 12 day of June , 19 75 , between James L. Irvin and wife, C. Joyce Irvin called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH: WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 4,103.75 evidenced by one promissory note of even date due and repayable in 60 equal monthly installments xuxhana iaxximum of xx , the first installment due the 15th day of August , 19 75, and one installment due monthly thereafter until paid in full. THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co...Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit: Lot 2 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6 , pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 18 , Township 3 , Range 9 A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty. Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there he a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead. STATE OF TENNESSEE COUNTY OF SHELBY Personally appeared before me, the undersigned authority of said County and State, the within named __ James L. Irvin and wife, C. Joyce Irvin , who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed. Given under my hand and official seal of office this the 22 day of June .19 75 . Notaty Public My commission expires: bly, Commission Expires July 26, 1976 STATE OF MISSISSIPPI, DESCTO COUNTY I certify that the within instrument was filed for record at 10 o'clock Today of June 1975, and that the same has been recorded in Book 1860 Page 638 records of REAL ESTATE TRUST DEEDS Witness my hand and seal this the | G day of

and seal this the 19 day of June 197

and wife. Doris M. O'Guin called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH: WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 3,850.00, evidenced by one promissory note of even date due and repayable in ____84 ___equal monthly installments of \$_60.02 ___, and recess handaneers \$xxxxxxxxxxx, the first installment due the ______ lat____ day of ___August____ and one installment due monthly thereafter until paid in full. THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit: Lot 145 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9 pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section ____6 ____, Township ___3 A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty. Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest hidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can all any time appoint a Trustee to ext in his speed. at any time appoint a Trustee to act in his stead. Witness our signatures this the date written above. STATE OF TENNESSEE) COUNTY OF SHELBY) Personally appeared before me, the undersigned authority of said County and State, the within named Iven V. O'Guin and wife, Doris M. O'Guin , who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed. Given under my hand and official seal of office this 7.57 day of June 19.75

of said County.

Paid, Satisfied and Cancelled This 1990 day of Jeely DEED OF TRUST This indenture made this _ 9th day of , 19 <u>75</u>, between Johnny L. Tarver and wife, Glenda M. Tarver called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH: WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 4,103.75 evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 68.40 , and and installment obex , the first installment due the 1st day of August , 19 75 , and one installment due monthly thereafter until paid in full. THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit: Lot 51 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6 , pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7 & 18 , Township 3 , Range A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty. Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest budder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Truster to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead. STATE OF TENNESSEE COUNTY OF SHELBY Personally appeared before me, the undersigned authority of said County and State, the within named Johnny L. Torver and Wife, Glenda M. Torver , who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed. Given under my hand and official seal of office this the 9 day of June 19 75 My commission expires: My Commission Expires July 25, 1976 STATE OF MISSISSIPPI, DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY

Toertify that the within instrument was filed for record at 10 o'clock

Toertify that the within instrument was filed for record at 10 o'clock

Tecorded in Book 1860)Page 1975, and that the same has been

of said County

Witness my band and seal this the 19 day of 1975.

The said Solution of the same has been 1975.

The said Solution of the same has been 1975.

VA Ferm 16-4212 (Home Lean) Revised December 1842. Use Optional. Section 1810, Title 28. U.S.C. Acceptable to Federal National Mortgage Association. CANCELLED BY AUTHORITY, RECORDED IN BOOK

PREPARED BY
MORRIS WHIMAN AITY
4041 Knight Arnold Recd
Marghis, Tenn. 38118
MISSISSIPPI

DEED OF TRUSTS & Cluctore

D-35132-SR

This Deed of Trust, made and entered into this by and between

11th day of JUNE

. 19 75

WILLIAM C. CLEMENT AND WIFE, NANCY W. CLEMENT

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of post-office address at Beneficiary: NATIONAL MORTGAGE COMPANY STATE OF TENNESSEE 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118

, a corporation organized , having its principal office and , hereinafter called the

WITNESSTH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 1690, SECTION D, (BELLE MEADE SUBDIVISION) DESOTO VILLAGE, as shown on plat of record in plat book 10, page 9, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the north line of Hilltop Drive 195.0 feet westwardly from the point of intersection of said north line and the west line of Belle Meade Road; thence westwardly 80.0 feet with the north line of Hilltop Drive to a chisel mark in the southeast corner of lot 1691; thence northwardly 195.0 feet with the east line of lot 1691 to an iron pipe in the south line of lot 1684; thence eastwardly 30.71 feet with the south line of lot 1684 to a wooden stake in the south line of lot 1685; thence southeastwardly 52.22 feet with the south line of lot 1685 to an iron pipe in the northwest corner of lot 1689; thence southwardly 177.75 feet with the west line of lot 1689 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JUNE 10, 1975.

all any sime to retuine Granton as part to the reduce that have the option in addition to and committee for the mentile included and the industriance in the mentile including the and committee for the mentile including an industriance in the angular are presented in the same of the angular and the mentile including a fine angular and included and the industriance in the angular and one features and the mentile in the fine in the first the features and the industriance in the first the fine of the industriance and in a secretary and in the industriance in the first included in the industriance in the

Should he Vaterana Administration felt or teleme to found its guaranty of the loan accured by this martially ender the providings of the days from the more than and at at 10.54 an annuaded, within along guaranty to more the more than another committee the such a subject to the subject to th

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Real Estate TID Book No. 241 Page 357
This the 19 does at april 1929

Jed. Strguson Clark

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory make of even date herewith in the principal sum of the trust of the trust of the trust of the secure of t

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

- 1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured bereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
- 2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (r) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

- 4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- 6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.
- 8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect secu

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

William C. Clement
WILLIAM C. CLEMENT

Dancy W. Clement
NANCY W. CLEMENT

STATE OF MYSSIEST TENNESSEE
COUNTY OF SHELBY

seren an integring mentances on the any and year mental mentals

Given under my hand and scal this 21th day of JUNE , 19 75.

STATE OF MISSISSIPPI DESOTO COUNTY

STATE OF MISSISSIPPI DESOTO COUNTY

O minutes (2 M 17) day of 200 1975, and that the same has been recorded in Book/o Page (44) Proords of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 19 day of

SEAL H. G. GERGUSON, CLERK

1 8 8 "58 2 228

Fee

1975.

Fees \$ 5.50 pd.

ASSIGNMENT OF DEED OF TRUST
For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto GOVERNMENT
NATIONAL MORTGAGE ASSOCIATION , that certain Deed of Trust exe-
cuted by TERRY W. CLIMER and wife, SANDRA,/to DELTA TITLE
COMPANY, Trustee, for the benefit of National Mortgages
Company, a Tennessee Corporation, datedApril 16, 19 75
securing a note in the sum of \$ 21,050.00 , recorded in Book 185 ,
Page 427, of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$\frac{21,050.00}{21,050.00}\$, plus interest at the rate of \$\frac{7-3/4}{2}\$ per annum, the first monthly installment being due thelstday of, 1975
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 5th day of, 1975
NATIONAL MORTGAGE COMPANY
ATTEST: Sidney M. Karz Senior Vice President
19 miles & Them
Marvin J. Loskove Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively. Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and senl of office, this the 5th day of, 19, 19
My Commission Extrins Sent 12 1022 NOTARY PURITO
2/71/226 Sept. 13, 19// NOTARY PUBLIC
s q
OF MISSISSIPPI, DESOTO COUNTY
nutes O M 17 day of Quant 1975 and that the

STATE J cer mi recorded in Book 80 Page 645 Geords of REAL ESTATE TRUST DEEDS Witness by hand and seal this the 19 day of

*

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST
For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto GOVERNMENT
NATIONAL MORTGAGE ASSOCIATION , that certain Deed of Trust exe-
LYNN MOORE CUTEd by PHILLIP M. MOORE and wife, CAROLE, to DELTA TITLE
COMPANY , Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated May 2 , 19 75 ,
securing a note in the sum of \$30,350.00 , recorded in Book 117.
Page 467 , of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$30,350.00 , plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the lst day of June, 19 75 .
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the
NATIONAL MOREGAGE COMPANY Soulles, M. Will
ATTEST: Sidney M. Vatz Senior Vice President
1 Jan 1 Jan
Di Wanta da
Marvin J. Loskove Assistant Secretary
Assistant Secretary STATE OF TENNESSEE COUNTY OF SHELBY
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage State of Tennessee, signed the above foregoing instrument and affixed
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that of and for and on behalf and by authority of National Yortgage Company, a corporation organized and existing under the laws of the
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the state of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 5th day of 114
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 5th day of 11 June 19 75. My Commission Expires Sept 13, 1977 My Commission Expires Sept 13, 1977
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the Sth day of 11 June 19 75. My Commission Expires Sept. 13, 1977 My Commission Expires Sept. 13, 1977
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Notary Public in and for the aforeseld County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this theSth day of
STATE OF TENNESSEE COUNTY OF SHELBY Before me the undersigned, a Motary Public in and for the aforeadd County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, Of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed instrument on the day and year therein mentioned. GIVEN UNDER MY HAND and seal of office, this the 5th day office My Commission Engines Sept. 13, 1977 Aday of Auna 1975, and that the same has been recorded in Book 18 Mage Collor Papers of REAL ESTATE TRUEST DEFINE Tennessee.

SEAL AT. W. Sleguson, CLERK

4041 KNIGHT-ARMOLD ROAD MEMPHIS, TENN. 38118

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto GOVERNMENT
NATIONAL MORTGAGE ASSOCIATION , that certain Deed of Trust exe-
J. MOODY cuted by WILBERT L. MOODY and wife, LINDA /, to DELTA TITLE
COMPANY , Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated April 23 , 19 75,
securing a note in the sum of \$ 27,200.00 , recorded in Book 185.
Page 541, of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.
The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$27,200.00, plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the lst day of June, 19 75.
IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the <u>5th</u> day of, 19_75
MATIONAL, MORTGAGE COMPANY
ATTEST: Sidney M. Kitz Senior Vice President
John John
Marvin J. Loskove Assistant Secretary
STATE OF TENNESSEE COUNTY OF SHELBY
Before me the undersigned, a Notary Public in and for the aforesid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND and seal of office, this the 5th day of
My Commission Expires Sept 13, 1977 NOTARY PURITO
2/71/226
STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock of said County. Witness my hand and seal this the 19 day of June Fees \$ 2.5 pd. STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 2 o'clock of said County. Mississippi, DESOTO COUNTY Peecords of REAL ESTATE TRUST DEEDS Fees \$ 2.5 pd.
Fees & d. 5° pd. SPAL H. Gerguson, CLERK

648

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by Kelly Land & Investment Co., Inc. and Rex B. Darley to Joel P. Walker, Trustee for the undersigned beneficiaries dated April 17, 1969 and recorded in Book 109, Page 103 in the Chancery Clerk's Office, DeSoto County Mississippi and deed of trust to the undersigned beneficiary dated April 21, 1970 and recorded in Book 117, Page 84 and do hereby release from the lien of said instrument the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

Lot 24, Section "B", Germantown Manor Subdivision situated in Section 21, Township 2, Range 6 West, DeSoto County, Mississippi as same appears of record in Plat Book 9, Pages 27 and 28 in the office of the Chancery Clerk of DeSoto County, Mississippi to which reference is hereby expressly made.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect.

The undersigned beneficiary that certain deeds of trust named above hereby authorize the Chancery Clerk to make the appropriate marginal notations on the face of the lien instruments.

WITNESS OUR SIGNATURES this the /5 day of January, 1975.

Day-MElwrath Desethy m-Bypent 16 Bagety

STATE OF MISSISSIPPI

COUNTY OF DESCIO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Vay McElwrath, Dorothy M. Bryant and Robert B. Bryant, who acknowledged that they signed and delivered the above and foregoing partial release on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND and official seal of office this the // day of January, 1975.

Notary Public

My Commission Expires:

Str ON

minutes of 17 day Since 1975, and that the same has been of said County.

Witness my hand and seal this the 19 day of Ounce 1975.

Vees \$0.500

E

CANCELLED BY AUTHORITY RECORDER LA CULLUS

649

GRANTOR(S):	12961			THIS TRUST DEED PREPARED BY BENEFICIARY		AVCO FINANCIAL SERVICES 0	
LAST HAME	FIRST	INITIAL	SPOURE'S SAME		Tennessee,	Inc.	
Beard	Monroe	g.	Clara R.	210	4672 Knight	Arnold 1	Road
6453 Southave		haven.	Mississippi	38671	Memphis		Tennesses
THIS DEED OF TRU Monroe Gentr	y Beard	and	of June Clara Beard			, 1975	, between
GRANTOR(S) whose Avco Financia	e address is stated above, al Services of Tenns	ssee. I	Campbell nc. as BE s this day bargained	NEFICIARY.		-0.000000000000000000000000000000000000	STEE, and

Lot 2873, Section "N" in Southaven West Subdivision on Section 26, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 5, Pages 8 and 9, in the Office of the Chancery Clerk of said county.

Together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns forever, upon the trusts and for the uses and purposes following, and none other:

Granter also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performence of each apprent of Granter continual bases. (2) Purpose of the apprent of the reserved to the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

41-0504 (REV. 3-72)

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against fire and such other casualities as the Beneficiary may speedly up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as the sensitions of the protection of Beneficiary in such manner, in such amounts, and in such companies as the sensition of the day is used by law for the first interest to penalty to accurate thereon, the official reprise and deliver to besteficiary ten (10) days before taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 shows, Beneficiar through a proposed of the sensition of (6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.
(7) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.
(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this day and year first above written. Signed sealed and delivered in the presence of Mayers Horrow Gentry Beard Chara R. Bea. (SEAL) STATE OF TENNESSEE, COUNTY OF THE LOY MY COMMISSION EXPIRES DECEMBER 17, 1928 My Commission Expires_ The state of the s STATE OF MISSISSIPPI, DESOTO COUNTY recorded in Book /16 Page 649 fords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 11 day of Fees \$ 3,5 pd

MASS STATE OF THE STATE OF THE

USDA-FmHA Form FmHA 427-1 MS (Rev. 5-14-74)

by and between the undersig	de and entered into this day.	June 17, (Date) Wife, Omie Le		
residing in	DeSoto	County,	Mississippi, who	se post office
address isRoute 1	, Box 250, Lake Cormorant		Mississippi _	38641
grantor(s), herein called "Bo	rrower," and Aaron R. Go	oolsby		
Some some compartment	rustee," and the United States of America, of Agriculture, beneficiary, herein called	the "Government"	WITNESSETH	THEAT
WHEREAS, Borrower is assumption agreement(s), he shall be construed as referrexecuted by Borrower, being the entire indescribed as follows:	justly indebted to the Government as evide trein called "note" (if more than one note is ing to each note singly or all notes collecting payable to the order of the Government debtedness at the option of the Government	the "Government," need by one or more t described below, the vely, as the context of it in installments as upon any default by	WITNESSETH certain promisso word "note" a nay require), sai specified thereir Borrower, and	THAT: ry note(s) or used herein d note being suthorizing being further
WHEREAS, Borrower is assumption agreement(s), he shall be construed as referr executed by Borrower, bei	justly indebted to the Government as evide rein called "note" (if more than one note is ing to each note singly or all notes collection of payable to the order of the Government	the "Government," need by one or more described below, the vely, as the context r	WITNESSETH certain promisso word "note" a nay require), sai specified thereir Borrower, and Due I In	THAT: ry note(s) or used herein d note being

And the note evidences a loan to horrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949; And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by horrower:

NOW, THEREFORE, in consideration of the loan(s), horrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following described property situated in the State of Mississippi, County(ies) of

DeSoto

The Northwest Quarter of Section 9, Township 3, Range 9 LESS 10 acres in a square in the Northeast corner, containing 150 acres, more or less.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED, 5-16-28 COUNTY SUPER CHERRY PURSUANT TO ADMINISTRATION

By: M. Mone

652 together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clorhes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without instrumes of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge. (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every governant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assign: COVENANTS AND AGREES as follows: (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder. (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate. (5) All advances by the Government as described in this inst by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined. (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property not any portion thereof or interest therein shall be leased, assigned, sold, transferred, or

(12) Neither the property not any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any henefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government is writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real extate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

- other security instrument shall constitute default hereunder.

 (18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as florrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may:

 (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government. Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for each or secured credit at the option of the Government, personal notice of which sale need not be served on Borrowers such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger. Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate daily anthorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of horrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property. (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought. (c) prescribing any other statute of limitations. (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration. United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

BRIDGFORTH & WOODS, LTD WITNESS the signature(s) of Borrower the day and year first above written. Russell O. Dees Mu see Dee STATE OF MISSISSIPPI Omie Lee Dees COUNTY OF DESOTO Personally appeared before me, the undersigned, a Notary Public in and for said. County and State, the within-named ____ Omie Lee Dees who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned Given under may hand and official seal this My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY O minutes O M 10 day of Sume 1975, and that the same has been recorded in Book 186 Page 651 Febords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 19 day of 1975. Fees \$ 5.00 pd.

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Form FHA-Miss. 440-1 (Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by Russell O. Dees , and
Omie W. Dees , his wife, of DeSoto County, Mississippi, (hereinafter called the "Horrower"), dated the 22nd day of April , 1075, recorded in Book 185 , Page 225 , in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$ 22,000.00
as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a
real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building,
Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee
will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

*In further consideration of the making or insuring of such a loan by the Government to the Horrower, the undersigned hereby subordinates in favor of the lien of the Government's deed of trust upon said real estate any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower under the terms of its security instrument.

The Hernando Bank

De Mariffman Sa vice Pro

*Strike if the deed of trust contains no future advance clause.

200		
	**	ACKNOWLEDGMENT (Individual)
	STATE OF MISSISSIPPI (SS
		in and for the County and State aforesaid,
	(are) subscribed to the foregoing the (they) executed and delivered therein mentioned and set forth.	known to be the person(s) whose name(s) is g instrument and acknowledged to me that
	IN WITNESS WHEREOF, I have h	persunto set my hand and seal.
	(SEAL)	Notary Public
1	My Commission Expires:	
Ě		
FRAN		
ñ		
No.	**	ACKNOWLEDOMENT (Corporation)
WALKER, FRANKS, RONE, ERIDOFORTH & W	STATE OF MISSISSIPPI) COUNTY OF DeSoto	
4	On this the 17th day of	June
£ woods, LTD,	the undersigned, a Notary Public personally appeared J. O. who acknowledged himself to be the of The Hernando Bank and that he as such	n and for the County and State aforesaid, Thompson Vice-President , a corporation.
	purposes therein mentioned and set by himself as such officer.	the foregoing instrument for the uses and forth by signing the name of the corporation
	IN WITNESS WHEREOF, I have he	reunto set my hand and seal.
		Kathlen S. Goodwin
	(SEAL)	
	My Commission Expires:	
	January 24, 1977	
	** Strike whichever is inapplicable	
- 0	of MISSISSIPPI, DESCTO COUNT ertify that the within instru- minutes M. I day of Coded in Book Coage 65 70 r	ment was filed for record at o'clock 1975, and that the same has been REAL ESTATE TRUST DEEDS
Witt	iness my hand and seal this th	e 19 day of Oning 1975.
	\$3.00 pd.	J. G. Gerguson, CLERK

F-174208

Form FHA-Miss. 440-1 (Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by Russell O. Dees , and Omie W. Dees , his wife, of DeSoto County, Mississippi, (hereinafter called the "Borrower"), dated the 25th day of April , 173 , recorded in Book 158 , Page 47 , in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$\frac{5}{2}\$ as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

*In further consideration of the making or insuring of such a lean by the Government to the Dorrower, the undersigned hereby subordinates in favor of the lien of the Government's deed of trust upon said real estate any additional lien it may acquire by virtue of future advances, exceptfor payment of taxes and property insurance, which it may make to the Horrower under the terms of its security instrument.

In Witness Whereof, the undersigned has caused these presents to be signed the _______, 19 75

Equitable Life Assurance Society of the United States

K. J. Binkley, Asst. Vice President

*Strike if the deed of trust contains no future advance clause.

ACKNOWLEDGMENT (Individual)
STATE OF MISSISSIPPI (COUNTY OF) ss
On this the day of, l9, before we, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared and
(are) subscribed to the foregoing instrument and acknowledged to me that therein mentioned and set forth.
therein mentioned and set forth. IN WITNESS WHEREOF, I have hereunto set my hand and seal. (SEAL) Notary Public My Commission Expires: ACKNOWLEDGMENT
(SEAL) Notary Public
My Commission Expires:
ACKNOWLEDGMENT
(Corporation) STATE OF MISSISSIPPICEUM YORK COUNTY OF ***THEREN NEW YORK) 55
On this the 9th day of June , 1975 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared K. J. Binkley who acknowledged himself to be the Asst. Vice President of Equitable Life Assurance Society of the U.S. , a corporation, and that he, as such Asst. Vice President , being authorized purposes therein mentioned and set forth by signing the name of the corporation by himself as such officer.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
(SEAL) Notary Public
My Commission Expires: Certificate Filed New York College Clark Commission Expires March 30, 1975
** Strike whichever is inapplicable.
TATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at Zo'clock ecorded in Book 18 Page 657 facords of REAL ESTATE TRUST DEEDS Witness my hand and seal this the 19 day of June 1975. SEAL H. H. Jerguso CLERK